

## DLT Partner Reseller Portal User Terms and Conditions

These User Terms and Conditions (“Terms”) govern your access to and use of DLT’s Partner Portal (“Portal”) located at DLT Solutions, LLC (“DLT”) <https://portal.dlt.com/> . By accessing or using the Portal, you agree to these Terms, as modified or amended from time to time, and each time you access the Portal you reconfirm your agreement. The user ID and password issued grants you the right to access <https://portal.dlt.com/> for the sole purpose of using the DLT’s Portal.

I. Definitions. For purposes of these Terms, the following definitions shall apply:

(i) Site or Web Site. The Portal means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in the Portal or DLT’s website located at [https://portal.dlt.com](https://portal.dlt.com/) .

(ii) Databases or Informational Databases. The Informational Databases or Databases include all information accessible from DLT through the DLT platform or the Site, which may include, but is not limited to, the data structures, technical and other specifications, pricing, advice, and other data and information. All data and other information available on the Informational Databases, except for your product listings, pricing and intellectual property, is proprietary, confidential and the sole property of DLT or third parties licensing such information to DLT.

(iii) “Vendor” means Software Vendor who has an executed distribution agreement with DLT Solutions, LLC.

2. Security. You must enter a valid user ID and password (“access codes”) to use DLT’s Portal. It is your sole responsibility to monitor use of these access codes for all purposes, including, but not limited to ordering. You accept all responsibility for the security of your user ID and password, and utilization of the Web Site via the access codes. This includes unauthorized access by your employees or third parties, except for access by third parties resulting from DLT’s sole negligence. Notify DLT immediately if you wish to terminate your master user ID and password or have these access codes reissued. Do not disclose your access codes to anyone not authorized to act on your behalf.

3. Confidentiality. “**Confidential Information**” shall mean information disclosed by one party (“Disclosing Party”) to the other party (“Recipient”) in connection with the purpose of these Terms, which is in written, electronic, photographic, or in other tangible form (or information provided orally or visually and is identified at the time of disclosure as being confidential and is confirmed in writing as being confidential within thirty (30) days of its disclosure) and which is marked “Confidential”, “Proprietary” or in a manner that reasonably indicates it is confidential. Confidential Information shall include, but shall not be limited to, information relating to the business, financial condition, operations, assets and liabilities of Disclosing Party or its affiliates or their respective customers and suppliers (including but not limited to financial reports, statements and projections, business plans, client lists, marketing material, project plans and sample deliverables); any technical data or know-how (including, but not limited to that which relates to research, products, services, customers, developments, inventions, processes, designs, drawings, software programs and modifications thereof); and all copies, notes, analyses, or other documents prepared by Recipient which contain, reflect or are based upon, in whole or in part, the information furnished to Recipient. Recipient hereby acknowledges that the Confidential Information obtained by it may be valuable and proprietary information of Disclosing Party, the disclosure of which would be harmful to Disclosing Party.

DLT hereby agrees to (a) take all reasonable steps to protect all Confidential Information; (b) to use Confidential Information solely as authorized at the time of disclosure; and (c) not to disclose any Confidential Information to any party without your prior consent.

4. Disclaimer of Warranty; Limitation of Remedies. The Portal is “**AS IS**” and “**AS AVAILABLE**.” You assume total responsibility and risk for your use of the Portal and your use of the Internet. DLT HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS,

STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY INFORMATION OR SERVICE PROVIDED THROUGH THE PORTAL. DLT shall not be liable to you or any third party for any damages arising from or as a result of any delay, omission or error in electronic transmission or receipt of any orders or otherwise made pursuant via the Portal, even if advised of the possibility of such damages. THE PORTAL CONTAINS INFORMATION OBTAINED BY DLT FROM MANUFACTURERS AND OTHERS THAT INDUSTRY SOURCES BELIEVE WERE RELIABLE, BUT DLT MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTIES AND LIABILITY REGARDING DATABASE ERRORS AND OMISSIONS, AND IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES OR OTHER INFORMATION CONTAINED IN THE INFORMATIONAL DATABASES AND THE SITE. You agree that the Portal gives you significant benefit for no or a modest economic consideration. Your sole and exclusive remedy for any breach of these Terms by DLT shall be to terminate them. IN NO EVENT WILL DLT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ON ANY LEGAL THEORY WHETHER IN CONTRACT, TORT, EQUITY OR AT LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Additional Disclaimers may be contained in the Portal.

5. Your Obligations. You agree that you shall not use the Portal to do any of the following: (i) restrict or inhibit any other user from using and enjoying the Portal; (ii) post or transmit any unlawful, illegal, obscene or pornographic information of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including, without limitation, the U.S. Export Control laws and regulations; (iii) knowingly post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component; (iv) upload, post, publish, transmit, reproduce, distribute or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Portal which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder. In addition, you may not effect or participate in any activity to (a) post to any usenet or other news group, forum, Email listing or similar group or list, articles which are off topic according to the charter or other public statements of the group or list; (b) send unsolicited mass mailings; or (c) falsify or “spoof” user information provided to DLT or to other users in connection with the use of the Portal.

6. Indemnity. You agree to defend, indemnify and hold DLT and its affiliates, subsidiaries and their directors, employees and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys’ fees related to or arising from (a) negligent acts or omissions by you in connection with the installations, use or maintenance of the Portal; (b) claims for infringement of patents arising from the use of the Portal by you other than for its intended purpose, and (c) claims of copyright infringement resulting from the use of the Portal by you other than for its intended purpose.

7. Governing Law. The law of the Commonwealth of Virginia will govern these Portal Terms without giving effect to any principles of conflicts of laws.

8. Changes in this Agreement and/or Portal. DLT may make changes to these Terms from time to time. When these changes are made, any new or revised Terms will be made available to you from within, or through, the Web Portal. You understand and agree that if you use DLT’s Portal after the date on which the Terms have changed, DLT will treat your use as acceptance of the updated Terms.