

THOBSON GLOBAL RESELLER AGREEMENT

Google Workspace



Microsoft



MDaemon®



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PROTECTION . CONTINUITY . FAILOVER



Barracuda

Acronis

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THOBSON
Technologies

We Perform, You Achieve

Thobson has been providing effective and scalable design, development and infrastructure integration solutions for over a decade with a sincere commitment to customer satisfaction. Thobson is an interactive agency producing high-end web, branding, print media solutions.



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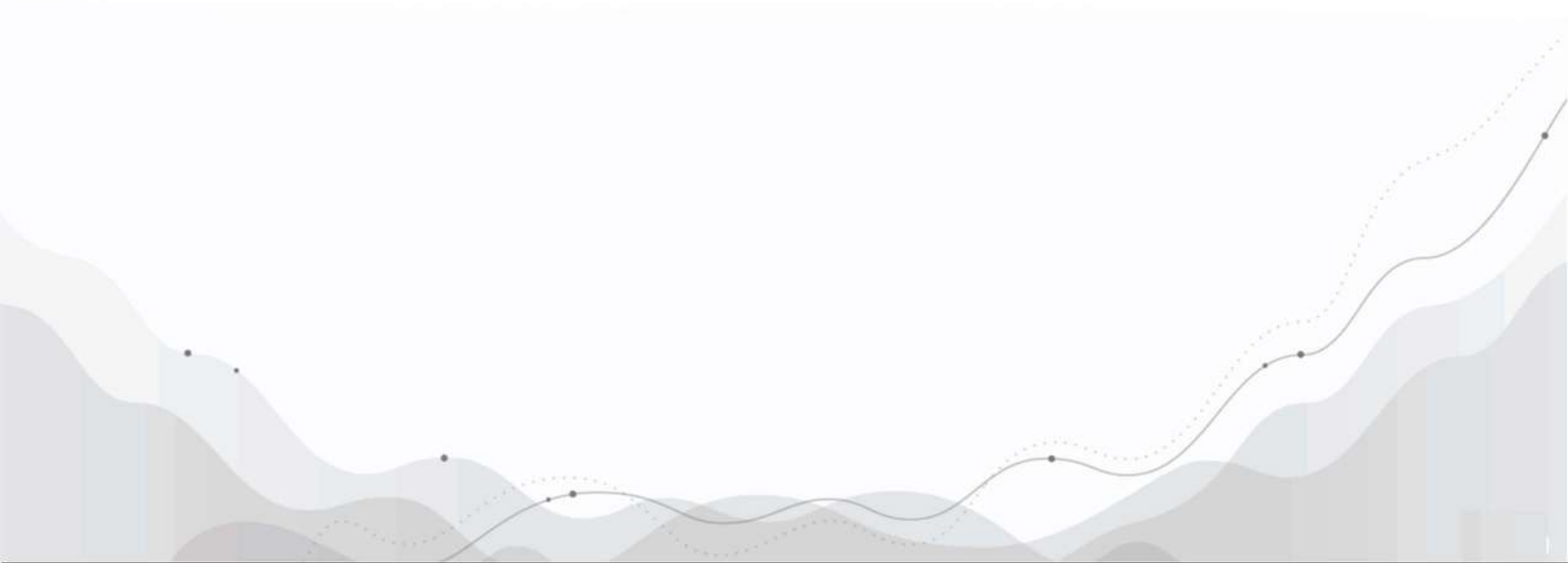
A creative problem-solving organization focused on collaboration & action

Thobson is a global IT solutions company with over 18+ years of experience and about 40+ employees. We provide full-cycle services in the areas of networking, design & development, infrastructure integration solutions, software development, web-based enterprise solutions, web applications, portal development. We combine our solid business domain experience, technical expertise, profound knowledge of latest industry trends and quality-driven delivery model to offer progressive, end-to-end solution.



Date Last Modified: May 17, 2018

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Once you have reviewed the entire Agreement and ensured that all the information provided is complete & accurate, please arrange for an authorized signatory of Reseller to acknowledge Reseller's agreement to the terms and conditions contained in the Agreement by signing the Agreement. Once the authorized signatory has signed the Agreement please email first two pages only to info@thobson.com to the attention of Shah Thobani with the following message:

We confirm that we have agreed to the terms of the Agreement and have attached the signature page of the Agreement for signature by COMPANY. We understand that if acceptable to COMPANY, COMPANY will countersign the signature page and email or fax a copy to us for our records.

RESELLER INFORMATION

Company Legal Name ("Reseller") (with legal suffix e.g. Inc., Corp., etc.)

Company Address

City

State or Province

Country

ZIP/Postal Code

The terms and conditions set out herein and in the attached Schedule 1 form the agreement between COMPANY and Reseller (collectively the "Agreement").

AUTHORIZED SIGNATURE

This Agreement should be signed by the Authorized person or the Director / Owner / Partner of the Reseller organization. Signing of this Agreement and emailing document transfer will be acceptable and binding. Reseller represents that it has read and accepts all the terms and conditions of Schedule 1 of this Agreement. Any handwritten changes made to this Agreement must be initialed by all Parties in order to be binding on the Parties. Any amendments to this Agreement must be signed by all Parties. The Effective Date of this Agreement will be the date on which Reseller signs this agreement and receives an Authorized Reseller Certificate / Authorized Licensing Partner – ALP Certificate or Authorized Solution Partner – ASP Certificate.

Reseller Legal Company Name

Direct Contact Numbers

Reseller Name (First Name, Last Name)

Title / Designation

Date Signed by Reseller

Company's Seal

SUMMARY

Reseller agrees to abide by the following terms and conditions and confirm that the same will be maintained throughout the reseller relationship. Reseller further understands that failing to maintain service standards and reseller's competency requirements; Thobson Technologies may terminate the Reseller status without any notice.

1. Reseller should prominently display MDAemon's logo and product details on their website. Please communicate the URL as soon as the page on your website is up and running.
2. Reseller should use Thobson Portal to request pricing or by writing an emails to billing@thobson.com.
3. All payments are net to Thobson and any overheads including local taxes, sales tax, value added tax, with holding tax etc are the direct responsibility of the Reseller. All quotations and pricing given does not include any taxes.
4. All product and services are pre-paid and has to be paid either in advance or within 15 days of placing the final order. In the event if Reseller fails to make the payments on time, the order will be cancelled and the license keys will be blocked.
5. Reseller should attend and acknowledge all customer related sales and or support queries within two working days.
6. Providing first level basic support to end user / customer is the responsibility of Reseller. However Reseller should report any pending unresolved support issues or customer complaints immediately to Thobson Technologies for further escalation.
7. Reseller can purchase ANNUAL SUPPORT PLANS from Thobson at 50% off the listed price which includes providing support for any issues via email or phone and Thobson will resolve all issues within 2 to 3 working days depending on the complexity of the issue.
8. Reseller also agrees to not to over quotes/charge/invoice/sell any product or services beyond the listed prices and always maintain the MAXIMUM RETAIL PRICES as listed on the principal's website. However Thobson Technologies exclusively allows Reseller to add any local overheads, taxes, surcharge to the prices and reseller can also sell any local support charges or add-on features like training, deployments, maintenance, migration services, support services, upgrades etc.
9. Reseller also agrees to ensure that MINIMUM RETAILS PRICES should not go below 10% to 15% of the listed prices. However any promotions or discounts offered by Reseller to any customers are to be adjusted with Reseller's incentives unless otherwise there is any exclusive promotion announced by the principal or Thobson.
10. MDAemon is the trademark and copyright of MDAemon Technologies, Ltd and Thobson Technologies Pvt Ltd is the Master Distributor for your region. However Reseller is only permitted to sell the product with its authorized territory and countries as listed on the Reseller Certificate. Reseller also agrees to not sell the product directly or indirectly to any customer outside of the assigned territory. Reseller shall ensure that each end user who purchases software is warned that the software may include encryption software that is subject to domestic and foreign legal restrictions that restrict export, import and/or use of the software more specifically detailed in Schedule 1.
11. This agreement is governed by the Terms and Conditions listed on our Website at www.Thobson.com and the Reseller Terms & Agreement as mentioned by the product manufacturer that is MDAemon Technologies Ltd.

Date Signed by Reseller

Company's Seal

THESE TERMS AND CONDITIONS FORM A LEGAL AGREEMENT BETWEEN RESELLER AND COMPANY ("AGREEMENT"). BY CLICKING ON THE "AGREE" BUTTON YOU HAVE INDICATED THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF RESELLER AND TO BIND THE RESELLER TO THIS AGREEMENT. YOU AGREE (ON YOUR OWN BEHALF AND ON BEHALF OF EACH PERSON OR ENTITY FOR WHOSE BENEFIT YOU ACT) TO THIS AGREEMENT AND, WITH EACH ORDER OF COMPANY SOFTWARE OR SERVICES, YOU AFFIRM AND AGREE TO THIS AGREEMENT (AS IT MAY BE AMENDED BY COMPANY FROM TIME TO TIME IN ACCORDANCE WITH THIS AGREEMENT). YOUR ABILITY TO ORDER COMPANY SOFTWARE AND/OR SERVICES IS CONDITIONAL UPON YOU AGREEING TO THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, YOU CAN CONTACT COMPANY AT INFO@THOBSON.COM. IF, PRIOR TO ORDERING COMPANY SOFTWARE AND/OR SERVICES, YOU ARE UNWILLING TO AGREE TO THIS AGREEMENT, DO NOT CLICK "AGREE". IF YOU HAVE ALREADY CLICKED "AGREE" AND HAVE NOT ORDERED ANY COMPANY SOFTWARE OR SERVICES AND DO NOT WANT TO BE BOUND BY THIS AGREEMENT, CONTACT COMPANY AT INFO@THOBSON.COM TO INFORM COMPANY THAT YOU ARE NOT ENTITLED TO AND WILL NOT ORDER ANY COMPANY SOFTWARE OR SERVICES AND THAT YOU WISH TO TERMINATE THIS AGREEMENT. IF YOU HAVE CLICKED "AGREE" AND HAVE ALREADY ORDERED COMPANY SOFTWARE OR SERVICES AND NO LONGER WISH TO ORDER FURTHER COMPANY SOFTWARE OR SERVICES, CONTACT COMPANY AT INFO@THOBSON.COM TO INFORM COMPANY THAT YOU ARE NOT ENTITLED TO AND WILL NOT ORDER ANY FURTHER COMPANY SOFTWARE OR SERVICES AND WISH TO TERMINATE THIS AGREEMENT. IN THE EVENT YOU DO NOT SO NOTIFY COMPANY, YOU WILL BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

COMPANY MAY IN ITS SOLE DISCRETION MODIFY OR VARY THIS AGREEMENT FROM TIME TO TIME, AND THIS SHALL BE INDICATED BY A NOTICE STATING "TERMS AND CONDITIONS HAVE BEEN REVISED AS OF (date to be inserted)."

IN CONSIDERATION OF THE MUTUAL COVENANTS set forth herein and for other good and valuable consideration now delivered by each Party to the other, the receipt and sufficiency of which is hereby acknowledged,

THE PARTIES AGREE AS FOLLOWS:
For purposes of this Agreement:

"DISTRIBUTOR" means Thobson Technologies Pvt Ltd

"COMPANY" means MDaemon Technologies, Ltd.

"COMPANY Branding Guidelines" means COMPANY's then current branding guidelines applicable to this Agreement located in the Partner Guidelines as they may be modified or amended by COMPANY from time to time, which shall be deemed to be incorporated by reference into this Agreement.

"COMPANY License" means COMPANY's then current standard software license, in whatever form or medium provided by COMPANY in conjunction with the Software and/or Services, including but not limited to the MDaemon Technologies End User License Agreement as may be amended, supplemented or updated from time to time by COMPANY.

"COMPANY Marketing Collateral" means any COMPANY marketing materials, white papers, and any other Software or Service related materials made available to Reseller from or on behalf of COMPANY.

“Documentation” means the applicable installation guide or standard end user documentation prepared and supplied by COMPANY for the specific type and version of Software and/or Services and includes the documentation available at the Partner Portal. For certainty, Documentation does not include any installation guide or end-user documentation that is prepared by any person other than by COMPANY or any modifications made to documentation made by any person other than COMPANY.

“Effective Date” means the date on which Reseller accepts the terms of this Agreement by clicking the “Agree” button or the date on which Reseller signs this Agreement.

“End User” means a person who acquires Software and/or Services through Reseller or Sub-reseller for use in the regular course of their business, or for personal use, and not with a view towards further distribution.

“Marks” means, as to a Party, the trademarks, trade names, service marks or logos of such Party.

“Party” means either COMPANY or Reseller and together they are referred to as the “Parties”.

“Partner Portal” means the section of COMPANY’s website related to authorized Resellers and distributors found at <https://www.mdaemon.com>.

“Registration Key” means the registration code that must be entered in the Software registration screen in order to use the Software beyond the evaluation period.

“Reseller” means you, the customer of COMPANY who is authorized to purchase Software and/or Services from DISTRIBUTOR in the Territory pursuant to a valid Agreement and resell the Software and/or Services in accordance with this Agreement.

“Reverse Engineer” includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of “dumping of RAM/ROM or persistent storage”, “cable or wireless link sniffing”, or “black box” reverse engineering) data, software (including interfaces, protocols and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service or hardware or any method or process of obtaining or converting any information, data, or software from one form into a human readable form.

“Service(s)” means support services and any other COMPANY services provided by COMPANY and made available to End Users in the Territory pursuant to this Agreement.

“Service Environment” means use of the Software for commercial profit and not for personal use, including but not limited to selling hosted services with respect to the Software.

“Software” means any of the COMPANY proprietary software (comprised of COMPANY proprietary software, interfaces, content and data, that may or may not technically be considered software code; and Third Party Components), or a portion thereof, provided to the End-User under this Agreement, in whatever form, medium or manner provided or subsequently installed or used and including all bug fixes, updates and upgrades thereto for which other terms and conditions are not provided together with all Documentation related to such proprietary software. The term “Software” does not include any Third Party Software, whether or not the Third Party Software is distributed by COMPANY, or the Third Party Software accompanies, is provided with, or operates in conjunction with, the Software

“Sub-reseller” means a person or entity designated by Reseller or Distributor or Master Reseller as being entitled to distribute the Software and/or Services to End Users in the Territory as an agent of Reseller, in accordance with the provisions of Section 1.2 (Appointment of Sub-reseller) of this Agreement.

“Taxes” means all taxes, assessments, tariffs, dues, duties, rates, fees, imposts, levies and similar charges of any nature whatsoever, imposed, levied, assessed or collected by any Taxation Authority, whether based on the importation, delivery, availability, possession, consumption or use of the software and/or services by any party or the provision or receipt of the software and/or services by any party, the execution of this Agreement or otherwise, together, in each case, with all interest, penalties, fines or other additional amounts imposed in respect thereof, including without limitation: (A) all income taxes (including any taxes based on, measured by or with respect to net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits), windfall profits taxes, gross receipts taxes, branch taxes, minimum taxes, alternative minimum taxes or capital gains taxes; (B) capital taxes, franchise taxes or net worth taxes; (C) property taxes, personal property taxes, or rental taxes (all amounts in (A), (B) and (C) referred to herein as “Individual Party Taxes”); and (D) sales taxes, use taxes, ad valorem taxes, value added taxes, excise taxes, goods and services taxes, harmonized sales taxes, license taxes, stamp taxes, transfer taxes or custom duties.

“Taxation Authority” means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.

“Territory (ies)” means only the territory or territories expressly authorized by COMPANY in writing or via the Authorized DISTRIBUTOR / MASTER RESELLER.

“Third Party Components” means software and interfaces licensed by COMPANY from a third party for incorporation into a COMPANY software product, and distributed as an integral part of that COMPANY product under a COMPANY brand but does not include Third Party Software.

“Third Party Hardware” means wireless handheld smartphone, computer, equipment, peripherals and any other hardware product that is not a COMPANY product.

“Third Party Services” means services provided by a third party and any website that is not operated by COMPANY.

“Third Party Software” means standalone software applications proprietary to a third party that are provided by or on behalf of COMPANY bundled with, or separately for use with, the Software.

RECITALS

Reseller desires to order certain Software and Services from COMPANY using the DISTRIBUTOR'S Channel, and promote, market and distribute Software and Services in the Territory to End Users under the terms and conditions of this Agreement and in accordance with any licenses associated with such COMPANY Software.

Reseller hereby acknowledges and agrees that the ordering, promotion, marketing and distribution of any Software and/or Services pursuant to this Agreement is conditional upon strict compliance by Reseller with the following terms and conditions:

1. APPOINTMENT AND RESTRICTIONS

1.1 Rights Granted. Reseller is hereby granted the personal, revocable, non-transferable, non-exclusive right to order Software and/or Services directly from COMPANY thru the DISTRIBUTOR / MASTER RESELLER, and to promote, market and distribute such Software and/or Services directly to End Users located in the Territory(ies) provided that such right may only be exercised: (a) in accordance with the terms and conditions of this Agreement; (b) while the Reseller is authorized to purchase such Software and/or Services from COMPANY pursuant to this Agreement; and (c) if Reseller has complied in full with the requirements of Section 1.2 (Appointment of Sub-Resellers) grant them all or a portion of the rights set out in this Section.

1.2 Appointment of Sub-Resellers. Reseller may appoint Sub-resellers provided that: (a) such Sub-reseller execute a sub-reseller agreement with the Reseller no less restrictive than and consistent with the terms and conditions of this Agreement; (b) Reseller shall be fully liable for the acts and omissions of Sub-resellers and anyone acting through the Resellers; (c) Reseller shall ensure that COMPANY shall have no liability to such Sub-resellers or anyone acting through such Sub-resellers; and (d) Reseller's agreement with such Sub-resellers contain provisions which: (i) name COMPANY as a third party beneficiary to such sub-reseller agreement in the case of any breach of the sub-reseller agreement; (ii) terminate upon termination of this Agreement; and (iii) ensure that Sub-reseller shall have no right to appoint any sub-sub-resellers.

1.3 Trademarks. During the term of this Agreement and within the Territory, COMPANY grants to Reseller a personal, non-exclusive, royalty-free and non-transferable license to use, reproduce, distribute and display publicly the COMPANY Marks on or in connection with the Software or Services and any packaging, labelling, promotional, advertising or other materials, including websites, relating to the Software or Services in accordance with and subject to Reseller ensuring its compliance and the compliance of its Sub-resellers with: (i) the terms of this Agreement; (ii) receiving express written authorization from COMPANY each time Reseller or anyone else acting on behalf of Reseller uses COMPANY Marks; (iii) any terms and conditions including those referenced in Section 1.1 (Rights Granted); and (iv) the COMPANY Branding Guidelines. COMPANY acknowledges that its use of the COMPANY Marks is limited to the use licensed in this Agreement, that each and every use of the COMPANY Marks requires express written authorization from COMPANY and that Reseller has not acquired, and will not acquire, any ownership rights therein. Reseller agrees that it will not use any COMPANY Marks in a manner likely to cause confusion with, dilute or damage the goodwill, reputation or image of COMPANY or COMPANY's Software or Services. Reseller agrees not to use any COMPANY Marks as a feature or design element of another logo or trademark. Upon request by COMPANY, Reseller shall supply COMPANY with specimens of its use of any COMPANY-Marks and execute or obtain execution of, the instruments that may be appropriate to register, maintain or renew the registration of any COMPANY Marks in the Territory. The use of any COMPANY Mark by Reseller does not transfer to Reseller any further right, title, or interest in or to the COMPANY Mark and all such use and associated goodwill will inure to the benefit of COMPANY. Reseller shall not register, attempt to register or lay common law claim to any COMPANY Mark or any mark confusingly



similar with a COMPANY Mark. Upon request by COMPANY, Reseller shall transfer domain registrations containing COMPANY or the names of COMPANY's Software to COMPANY. Reseller hereby acknowledges that the maintenance of the reputation and quality associated with the COMPANY Marks requires the highest quality and utmost uniformity with respect to Software and Services associated with the COMPANY Marks. COMPANY reserves the right to inspect Reseller's use or display of the COMPANY Marks from time-to-time to ensure that such use or display is in accordance with the terms of this Agreement. Reseller shall permit COMPANY or its authorized agent to inspect and monitor Reseller's goods and/or services, at COMPANY's cost, to determine and verify that the COMPANY Marks are being used in accordance with the terms of this Agreement. Should Reseller fail to comply with this provision and fail to cure such non-compliance after written notice by COMPANY, in addition to any other remedies that COMPANY may have, COMPANY may terminate Reseller's license to use the COMPANY Marks with immediate effect and Reseller shall immediately cease and shall immediately cause its Sub-resellers to cease using all COMPANY Marks.

1.4 Certain Restrictions.

1.4.1 Reseller and Sub-resellers are limited to distributing the Software and/or Services to those End Users who have accepted the terms of the COMPANY Licenses and any other applicable terms and agreements (collectively, "Terms"). Reseller shall not, and shall ensure that its personnel and any Sub-reseller shall not modify, delete or otherwise disable any of the Terms and shall comply with any COMPANY requirements in effect from time to time in relation to such Terms.

1.4.2 Reseller shall ensure, to the best of its ability, that its personnel and any Sub-reseller shall:

(a) not promote, market or distribute the Software and/or Services to anyone other than End Users in the Territory. For clarity, Reseller shall not make the Software and/or Services available to any person that it knows, or reasonably ought to know, will install or use the Software and/or Services outside of the Territory(ies);

(b) not use COMPANY's Marks, advertising, promotional materials, website content, and any other documents, and information in any manner in connection with this Agreement or the licensing or marketing of Software or Services (including without limitation Internet sales) except as made available to the Reseller on the COMPANY Partner Portal and Distributor's Partner Portal;

(c) when representing Software and/or Services under this Agreement conduct their business and activities in such a manner so as to promote a positive image and good public relations for COMPANY;

(d) not engage in threatening, deceptive, tortious, offensive, deceptive, misleading, obscene, illegal, or unethical practices that may be detrimental to COMPANY or to the COMPANY Software and/or Services and any representations Reseller makes about COMPANY and its Software and/or Services shall be fair and accurate;

(e) not make any representations, warranties, or guarantees to End Users or anyone else: (i) concerning the Software and/or Services without COMPANY's prior express written approval in accordance with Section 7.18 (Execution by an Authorized Signatory) of this Agreement ; or (ii) that COMPANY has approved or sanctioned any statement that any product, service or peripheral is compatible with any COMPANY Software or Services without COMPANY's prior express written approval in accordance with Section 7.18 (Execution by an Authorized Signatory) of this Agreement;

(f) comply at Reseller's sole expense with all applicable federal, national, state, provincial, and local laws and regulations in relation to the Software and/or Services and in performing its duties with respect to the Software and/or Services, including, without limitation, those tax, foreign exchange, transfer of money, marketing, consumer protection, anti-mafia or anti-terrorist laws specific to the Territory, as well as any applicable laws regarding export, import and use of the COMPANY's Software and/or Services, data protection and privacy;

(g) upon receiving notice of removal of Software and/or Services pursuant to this Agreement forthwith stop marketing and distribution of such Software and/or Services as specified in such notice;

(h) not represent that any Software is designed or licensed for use in circumstances where the failure of the Software is likely to result in significant risks to health or safety, where fail-proof delivery of time-specific information is required, or in otherwise hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems;

(i) not engage in business practices, promotions or advertising which may be injurious to the reputation or business goodwill of COMPANY and comply with the current COMPANY Branding Guidelines;

(j) not set up a Service Environment using the COMPANY Software and/or Services without express written authorization from COMPANY;

(k) not sell Software and/or Services directly or indirectly to any USA government agency or any third party entity on behalf of any USA government entity, except in compliance with all applicable laws, orders, codes, and regulations and Reseller is not authorized to sell and/or make available any Software and/or Services to the USA government except under a commercial item contract executed by a contracting officer duly authorized to execute the contract on behalf of the USA government and containing or incorporating by reference no provisions regarding data rights, intellectual property or rights in computer software/documentation except for the applicable COMPANY's License or such standard commercial licensing terms as COMPANY has supplied or may supply to Reseller;

(l) not exercise any rights under this Agreement unless they are in accordance with Section 1.1 (Rights Granted) of the Agreement;

(m) not create any obligations on COMPANY to deal directly with the Reseller's or Sub-reseller's End Users, including without limitation with respect to installation, purchases, returns, support, services, registration, and other processes for Software and/or Services (collectively, "Processes") and shall ensure that no such obligation is imposed on COMPANY through Resellers' or Sub-resellers' acts or omissions. Reseller shall review the Partner Portal from time to time for Processes. Without limiting the generality of the foregoing, if, for any reason, COMPANY is required to provide additional support and/or services to Reseller's or Sub-reseller's End Users (other than as set out in this Agreement) or in its discretion decides to offer any additional support services to End Users, then COMPANY shall be entitled to invoice Reseller the prices for such support and/or services specified on COMPANY's website as they may be amended from time-to-time and Reseller shall pay such invoice in accordance with COMPANY's standard payment terms and conditions. For clarity, Reseller shall ensure that COMPANY is not responsible for any Processes;

(n) ensure that its knowledge relating to Software and/or Services is current and that Reseller and its personnel and its Sub-resellers shall undergo the training as may be reasonably required by COMPANY from time to time;

(o) at all times while this Agreement remains in effect, maintain adequate insurance for Reseller's activities under and in relation to this Agreement with terms, limits and conditions consistent with those obtained by a similarly situated prudent and responsible reseller offering services as contemplated under this Agreement; and

(p) use commercially reasonable efforts to ensure that each End User who purchases Software (i) is made aware that they must agree to and accept the terms of COMPANY's License prior to installing or any use of the Software and (ii) is warned that the Software may include encryption software that is subject to domestic and foreign legal restrictions that restrict export, import and use of the Software.

2 RESELLER OBLIGATIONS

2.1 Orders for Software and Services. Reseller shall place orders for Software and/or Services online through the COMPANY website or thru the DISTRIBUTOR.

2.2 Terms of Payment and Discounts. Subject to Section 2.3 (Resellers with Credit), Reseller shall make immediate payment at the time of placing an order of the license fees for Software (including fees for the Registration Key, if any) and fees for Services in accordance with the terms and conditions specified on the Partner Portal. COMPANY, in its sole discretion, may provide Resellers with certain discounts for certain products and/or services in accordance with the terms and conditions on the Partner Portal.

All payments shall be made in full in United States dollars. Any payments received may, in COMPANY's sole discretion, be applied against the oldest unpaid invoice.

2.3 Resellers with Credit. In the event that COMPANY, in its sole discretion, has granted a Reseller certain credit terms, payment from such Resellers are due net fifteen (15) days from the date of purchase, in full, in United States dollars. COMPANY reserves the right to revoke any granted credit terms at any time for any reason. Credit is all subject to the provisioning of proper Purchase Order / Work Order on Reseller's Official Company Letterhead / headed papers duly signed and stamped with the order details along with the amount mentioned on it. Any corrections required on the Work Order will be communicated to the Reseller by Distributor and has to be fulfilled by or before the order is processed.

2.4 Remedies for Non-Payment. Notwithstanding any other remedies available to COMPANY if Reseller fails to pay any amount when it is due under this Agreement, COMPANY may delay delivery of Registration Keys or withhold services until the account has been settled without any penalty to COMPANY or recourse against COMPANY. If Reseller fails to pay any amount when due under this Agreement, COMPANY may charge interest on the outstanding balance from the date it became due and payable until the date the outstanding balance is due at the lesser of two percent (2%) per month compounded monthly (26.8% annually) and the maximum rate permitted by law. COMPANY hereby reserves the right to suspend a Registration Key if an invoice remains unpaid for more than thirty (15) days and/or terminate a Registration Key if an invoice remains unpaid for more than ninety (60) days.

2.5 Delivery Obligations. Reseller shall be solely responsible for providing Registration Keys to Sub-resellers and End Users and should maintain proper receipts and acknowledgement for the same.

2.6 Taxes. Reseller shall be responsible for and shall pay all Taxes due under or in relation to this Agreement, except to the extent that any such Taxes are Individual Party Taxes lawfully payable by COMPANY to any Taxation Authority. Unless otherwise expressly

specified in this Agreement, all amounts otherwise payable by Reseller to COMPANY are exclusive of Taxes. The amounts otherwise payable by Reseller to COMPANY under or in relation to this Agreement shall be increased by the amount of any such Taxes. For clarity, Taxes will not be added to the amounts otherwise payable by Reseller to COMPANY where Reseller has provided COMPANY with evidence to COMPANY's satisfaction of a lawful exemption from such Taxes or Reseller has provided COMPANY with evidence to COMPANY's satisfaction that such Taxes have been remitted by Reseller directly to the relevant Taxation Authority as required by applicable law or administrative policy of the relevant Taxation Authority. Reseller shall indemnify COMPANY for and hold COMPANY harmless against any liability that COMPANY has in respect of: (A) any Taxes due under or in relation to this Agreement (other than any Taxes that are Individual Party Taxes lawfully payable by COMPANY to any Taxation Authority or that arise from COMPANY's failure to remit to the relevant Taxation Authority as required under applicable law any amount it has received from the Reseller as or on account of Taxes); or (B) any Individual Party Taxes lawfully payable by Reseller to any Taxation Authority. Notwithstanding anything else contained herein, if any amounts (including without limitation any Taxes) are required to be withheld by Reseller from any amount otherwise payable by Reseller to or for the benefit of COMPANY under this Agreement, Reseller: (A) shall pay an additional amount such that the net amount actually received by COMPANY will, after all such withholdings (including any withholdings to be made in respect of any additional amount payable pursuant to this sentence), equals the full amount of the payment then due; (B) shall pay, or cause to be paid, to the relevant Taxation Authority the full amount of such withholdings (including the full amount of any withholdings in respect of any additional payment required to be paid pursuant to this sentence) in accordance with applicable law; and (C) shall furnish COMPANY as soon as practicable an official receipt (or a certified copy thereof) or such other documentation as is reasonably acceptable to COMPANY evidencing payment of such withholdings to the relevant Taxation Authority. Reseller shall indemnify COMPANY for and hold COMPANY harmless against any liability that COMPANY has as a result of any failure by Reseller to make any withholdings and/or to remit such withholdings to the relevant Taxation Authority as required by applicable law in respect of any amount payable by Reseller to COMPANY under or in relation to this Agreement.

2.7 Letter of Destruction. Reseller shall ensure that the End-User is aware that, if the End-User for any reason no longer wishes to use the Software, the End User must notify Reseller prior to the expiration of the Return Period, as hereinafter defined. Following Reseller's receipt of an End User's cancellation request, Reseller will immediately notify COMPANY. The Reseller shall ensure that the Letter of Destruction ("LOD") it receives from COMPANY is provided to and completed by the End User. Reseller shall ensure that the End User returns the Software, all accompanying Documentation and packaging and proof of purchase in accordance with COMPANY's direction. Upon COMPANY's receipt of an acceptable LOD, COMPANY will refund to Reseller the applicable fees paid by the Reseller with respect to the cancellation request. Reseller shall refund to the End User all monies paid by End User to Reseller for the license fees, including fees for the Registration Keys. Reseller acknowledges and agrees failure to comply with this Section shall be a material breach of this Agreement. The length of the "Return Period" is subject to change at COMPANY's discretion and will be defined on the Partner Portal.

2.8 Distribution. Upon receipt from COMPANY, Reseller shall and shall ensure its Sub-resellers shall, distribute COMPANY Software and/or Services as provided by COMPANY with all notices, disclaimers and license agreements intact as provided. Reseller acknowledges and agrees that any distribution of COMPANY's Software and/or sale of the media on which the Software is distributed are subject to the End User accepting the terms of COMPANY's Licenses. Reseller will promptly notify COMPANY of any violation of the preceding sentence or any violation by any End User of COMPANY's Licenses of which it becomes aware.

2.9 Adherence to Agreement. Reseller agrees to adhere to the terms and conditions of this Agreement. For clarity, reference to "Agreement" shall be deemed to be this Agreement and any amendments thereto, including without limitation any additional terms and conditions required by COMPANY from time to time. Reseller acknowledges and agrees that if the Agreement is



amended, modified or varied, by ordering Software and/or Services, Reseller shall be deemed to have accepted the terms of this Agreement as amended, modified or varied from time to time. Reseller acknowledges that a breach by Reseller of this Agreement shall entitle COMPANY to pursue all rights and remedies under this Agreement or under the law.

2.10 Notice to End Users. Where necessary to comply with legal or other commercial requirements of COMPANY, Reseller shall give End Users notice of end-of-life of the Software and/or Services, the earlier of within thirty (30) days following: (a) the date on which COMPANY notifies Reseller of end-of-life of a specific Software product and/or Services or otherwise notifies Reseller that the Software and/or Services are no longer available for license under this Agreement; and (b) the effective date of termination of this Agreement. In the case of notice given on termination of the Agreement, Reseller shall further advise the End User that it should refer to COMPANY's website for further information regarding ongoing Software and Services availability.

2.11 End User Support. Reseller shall be solely responsible for customer satisfaction, technical support and all sales related activities associated with the Software in accordance with the terms and conditions set out in the Partner Portal. COMPANY reserves the right in its sole discretion, without notice, to provide support to the End User if End User is not satisfied with support provided by Reseller but COMPANY is under no obligation to do so.

3 COMPANY'S RESPONSIBILITIES

3.1 Order Fulfillment. Subject to the payment obligations of Reseller and acceptance of a proper Reseller order by COMPANY, COMPANY shall use commercially reasonable business efforts to fulfill Reseller's orders in a prompt manner. COMPANY shall keep Reseller informed of all changes to software products, services and policies via the Partner Portal.

3.2 Technical Support. COMPANY shall provide certain telephone and email support during COMPANY's standard business hours to Reseller.

3.3 Promotion. COMPANY shall list Reseller as an authorized Reseller on the COMPANY website at Reseller's request.

4 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

4.1 Confidentiality. In order to fulfill the purposes of this Agreement, Reseller may have access to COMPANY Confidential Information (as hereinafter defined). Except as specifically permitted in this Agreement or with the express prior written approval from COMPANY in accordance with Section 7.18 (Execution by an Authorized Signatory) of this Agreement Reseller shall not: (a) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information to any third party other than its employees that need to know such information to fulfill the purposes of this Agreement, and with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (b) use or reproduce the Confidential Information for any reason other than as reasonably necessary to fulfill the purposes of this Agreement. Reseller shall be vicariously liable for breach by its employees of the Reseller's confidentiality obligations under this Agreement.

For the purposes of this Agreement "Confidential Information" shall mean all trade secrets and other materials or information that is not generally known to the public, is either specifically identified as confidential information prior to or at the time of it being

disclosed or otherwise made available to Reseller in relation to this Agreement, or would generally be considered confidential in the wireless communications industry, including without limitation any of COMPANY's technical, financial, legal, corporate, marketing, business opportunity, product, personnel, supplier and other information in whatever form or medium. Without limiting the generality of the foregoing, COMPANY's Confidential Information includes without limitation: (a) any test results relating to COMPANY software, products or and/or services; (b) COMPANY software's source code; and (c) technical specifications related to COMPANY's software or products and/or services.

Reseller shall ensure that any copy of the Confidential Information Reseller makes is marked confidential.

Notwithstanding the foregoing, Reseller may disclose Confidential Information if and only to the extent it is required to do so by law provided that Reseller gives COMPANY sufficient notice to enable it to seek an order limiting or precluding such disclosure.

The following information that Reseller can establish: (a) was lawfully in Reseller's possession before receipt as a result of rights granted to Reseller under this Agreement or any other agreement; (b) is or becomes a matter of public knowledge through no fault of Reseller; or (c) was independently developed or discovered by Reseller without access to the Confidential Information; shall not be considered Confidential Information under this Agreement. Nothing in this Agreement shall confer upon Reseller or Sub-reseller any right, title or interest in or to any Confidential Information except as expressly stated in this Agreement.

4.2 Reservation of Rights. Reseller acknowledges that, subject to the rights granted herein, COMPANY retains all right, title and interest, including, without limitation, intellectual property rights, in and to the software and/or services. Reseller will include in the Software and/or Services applicable copyright, trademark and other proprietary rights notices as appear in such Software and/or Services. Reseller will have only those rights in or to the Software and/or Services that are granted to the Reseller pursuant to this Agreement. Reseller acknowledges that the Software and/or Services contain valuable trade secrets and other intellectual property of COMPANY. Neither Reseller nor anyone acting on behalf of Reseller, including its employees, independent contractors or agents shall acquire any intellectual property rights related to the Software and/or Services, including without limitation any such patents, industrial designs, master works, copyright, trade secrets, or mask works. No ownership, right, interest or title in or to the Software and/or Services will transfer to Reseller nor to anyone acting on Reseller's behalf under this Agreement.

4.3 No Reverse Engineering. Except to the extent that COMPANY is expressly precluded by law from prohibiting these activities, Reseller shall not, and shall ensure that Sub-reseller and End Users do not: (i) alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, reproduce, or Reverse Engineer all or any portion of the Software and/or Services or attempt to do so; or (ii) permit, authorize, or acquiesce in, any other person engaging in these activities, or attempting to do so; or (iii) use the Software and/or Services or any information contained therein or otherwise provided by COMPANY for the purposes of developing, or having developed any products or services competitive with any of COMPANY's products and/or services, and shall prohibit its End Users from doing so, or attempting to do so. Should it become known to Reseller that a Sub-reseller or an End User has attempted to modify, reproduce or Reverse Engineer the Software and/or Services or any part thereof, Reseller shall immediately notify COMPANY and direct such End User to cease and desist in the activity and to contact COMPANY directly.

5 WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

5.1 Warranty. COMPANY will grant End Users (which may include Reseller if they license Software for their internal purposes) the warranty on the Software set out in the COMPANY's License under which the specific Software has been licensed. COMPANY's sole warranty in relation to Software is in accordance with the warranty set out in the COMPANY's License under which the specific item of Software has been licensed.

5.2 Limitation of Warranty. EXCEPT AS EXPRESSLY PROVIDED ABOVE IN SECTION 5.1 (WARRANTY), AND SUBJECT TO APPLICABLE LAW, COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS EITHER EXPRESS OR IMPLIED AND COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION, CONDITIONS OR WARRANTIES, RELATING TO OR ARISING FROM THE SUPPLY OF THE SOFTWARE AND/OR SERVICES, PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, OR THIS AGREEMENT GENERALLY, INCLUDING ANY IMPLIED, REPRESENTATIONS, CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, TITLE, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SOFTWARE WILL WORK UNINTERRUPTED OR ERROR-FREE. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY SPECIFICALLY DISCLAIMS: (A) THE SUITABILITY OF THE SOFTWARE AND/OR SERVICES FOR USE IN MISSION-CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS; (B) ANY WARRANTY OR CONDITION FOR PHYSICAL DAMAGE TO THE SURFACE OF THE SOFTWARE OR TO THE SURFACE OF ANY SOFTWARE DISPLAY; (C) ANY WARRANTIES OR CONDITIONS RELATED TO THE SOFTWARE (EXCEPT AS EXPRESSLY PROVIDED FOR IN THE APPLICABLE COMPANY'S LICENSES); AND (D) ANY OBLIGATION WITH RESPECT TO ANY DATA STORED IN THE PRODUCTS INCLUDING WITHOUT LIMITATION, WHEN SUCH PRODUCTS (IF APPLICABLE) ARE RETURNED FOR REPAIR OR REPLACEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

5.3 Reseller Indemnity. Reseller agrees to indemnify COMPANY against any claims, judgments, damages, costs, (including reasonable lawyers' fees and disbursements) and settlements agreed to by Reseller in relation to: (a) any distribution of the Software and/or Services under this Agreement, in a manner not expressly and in writing permitted by COMPANY under this Agreement; (b) any infringement claim arising from or in connection with: (i) modifications to the Software and/or Services or any portion thereof where such modification is made by Reseller, or on behalf of Reseller, or authorized by Reseller; (ii) any materials provided by or on behalf of Reseller to COMPANY regarding any modification to the Software and/or Services where such claim would not arise but for such materials; or (iii) an End User's combined use of the Software and/or Services or portion thereof with other software and/or hardware products or applications not supplied by COMPANY (including, without limitation, Third Party Software, Third Party Hardware, Third Party Services or use of a third party application) where such combined use is authorized or facilitated in any way by Reseller; provided however, that in relation to any of (a) or (b): (i) Reseller is promptly notified in writing of such claim, (ii) Reseller shall have the sole control of the defense and/or settlement thereof, (iii) COMPANY furnishes to Reseller on request any information in COMPANY's possession or control for such defense, (iv) COMPANY will not admit any such claim and/or make any payments with respect to such claim without the prior written consent of Reseller, and (v) COMPANY shall, at Reseller's expense, cooperate with, and provide such assistance to Reseller in the defense of such claims as reasonably requested by Reseller.

5.4 Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO RESELLER OR TO ANY THIRD PARTY CLAIMING THROUGH RESELLER FOR, AND RESELLER HEREBY WAIVES: (I) ANY LOSS OF PROFITS BUSINESS REVENUE OR EARNINGS, ANTICIPATED SAVINGS, GOODWILL, CONTRACTS OR BUSINESS OPPORTUNITIES OR DATA (WHETHER SUCH LOSS SHALL BE CONSIDERED DIRECT OR INDIRECT); (II) ANY LOSS OR DAMAGE CAUSED BY DELAYS (WHETHER SUCH LOSS SHALL BE CONSIDERED DIRECT OR INDIRECT); AND (III) ANY



INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT; THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD OR THE POSSIBILITY OF GREATER LOSS HAS BEEN DISCLOSED TO COMPANY.

SUBJECT ALWAYS TO THE PRECEDING PARAGRAPH, IN NO EVENT SHALL COMPANY BE LIABLE TO RESELLER OR ANY THIRD PARTY CLAIMING THROUGH RESELLER, FOR ANY DAMAGES OF ANY KIND IN EXCESS OF THE AMOUNTS PAID BY RESELLER FOR THE LICENSE FEES FOR THE SOFTWARE AND SERVICES PURCHASED PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.

Reseller acknowledges and agrees that: (a) it is not entitled to any payments from COMPANY as a result of Reseller's appointment as Reseller or termination or expiration thereof (whether by law, contract, operation of law, statute, regulation, or otherwise); and (b) COMPANY shall have no responsibility or liability whatsoever to Reseller or Sub-reseller or any End User or any party claiming through Reseller for any issues relating to Third Party Software, Third Party Hardware, Third Party Services or installation services.

The limitations, exclusions and disclaimers set out in this Agreement shall apply: (a) whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability or any other kind of civil or statutory liability connected with or arising out of this Agreement; (b) to COMPANY and its affiliated companies as well as COMPANY's and such affiliated companies' directors, officers, employees, and independent contractors; and (c) to Reseller and its affiliated companies as well as Reseller's and such affiliated companies' directors, officers, employees and independent contractors.

Some jurisdictions do not allow limitation or exclusions of certain types of damages and/or of implied conditions or warranties. The limitations, exclusions, and disclaimers set forth in this Agreement shall not apply only if and to the extent that the laws of a competent jurisdiction require liabilities beyond and despite these limitations, exclusions and disclaimers.

6 TERM AND TERMINATION

6.1 Term. This Agreement is effective for an initial term of one (1) year from the Effective Date unless terminated earlier pursuant to this Section 6. Unless this Agreement is terminated earlier, it shall automatically renew for successive terms of one (1) year unless: (a) either Party provides at least thirty (30) days written notice of its decision to terminate this Agreement prior to the anniversary of the Effective Date; or (b) this Agreement is terminated earlier pursuant to this Section 6.

6.2 Termination for Default or Convenience. This Agreement may be terminated without further notice: (a) by COMPANY on thirty (30) days prior written notice to the other Party for failure to perform any material obligation hereunder which is not cured to the reasonable satisfaction of COMPANY within such thirty (30) day period; (b) by either Party immediately upon notice to the other Party of its breach of Section 4.1 (Confidentiality) and/or Section 4.3 (No Reverse Engineering) of this Agreement; (c) by COMPANY immediately upon notice to Reseller of a violation or misappropriation by Reseller or any person acting on behalf of, or in concert with Reseller, of COMPANY's intellectual property; or (d) by COMPANY upon sixty days (60) days prior written notice to Reseller.

6.3 Effect of Termination. Upon termination of this Agreement: (a) Reseller shall return to COMPANY any and all COMPANY Marketing Collateral supplied to Reseller by COMPANY or anyone else in support of this Agreement and if applicable shall certify in writing that all archival or back up copies of the applicable Software in Reseller's possession or in possession of Sub-reseller, have been

deleted from any computer system and destroyed unless the Reseller continues to be a licensed End User of the Software in which case the terms of the applicable COMPANY License shall apply in relation to any further use of the Software; (b) Reseller shall immediately pay any outstanding amounts due to COMPANY; (c) Reseller shall provide the company name, contact name, phone number and email address to COMPANY for End Users that have purchased Software from the Reseller within the last two years prior to termination; and (d) COMPANY may take such additional measure as it deems reasonable, in its sole discretion, to protect the availability and continuity of services for End Users after termination of this Agreement and if requested by COMPANY, Reseller shall continue to provide service for the benefit of End Users in accordance with Reseller's terms of service. Except as expressly provided herein, the termination of this Agreement shall not limit either Party from pursuing any other remedies available to it, including injunctive relief. Any termination of this Agreement for cause shall be without prejudice to any other rights or remedies COMPANY may be entitled to under this Agreement, or at law (subject to any restrictions contained in this Agreement). Without limiting the foregoing, Reseller acknowledges and agrees that a breach or threatened breach or misappropriation of Section 4.1 (Confidentiality) and/or Section 4.3 (No Reverse Engineering) of this Agreement, or COMPANY's intellectual property, would cause COMPANY irreparable harm, and that COMPANY shall be entitled to immediately seek relief by way of a temporary or permanent injunction in the event of such a breach. Upon COMPANY's request, Reseller shall and shall ensure that its Sub-resellers shall transfer ownership to COMPANY of any domain names that have incorporated COMPANY Marks, names of Software and/or slight misspellings thereof. COMPANY will bear all direct and actual expenses related to such transfers.

7 MISCELLANEOUS

7.1 No Agency Relationship. Reseller acknowledges that this Agreement does not create an agency, joint venture, partnership, employment relationship, or franchise with COMPANY. Neither Reseller nor its Sub-resellers shall have the authority to bind COMPANY in any manner.

7.2 Authority. Reseller represents and warrants that: (a) the individual who clicks on the "Agree" button or signs this Agreement has the authority to enter into this Agreement and bind Reseller to the terms and conditions of this Agreement; and (b) the individual placing the orders for the Software and/or Services has the authority on behalf of Reseller to place orders for Software and/or Services and each order placed by such individual incorporates the terms and conditions of this Agreement.

7.3 No Other Agreements. Reseller represents and warrants that acceptance of this Agreement does not and will not violate any other contract or obligation to which Reseller is a party, including terms relating to covenants not to compete and confidentiality covenants. Reseller is not relying on any representations or warranties from COMPANY, including, but not limited to, any representation or warranty as to the nature of competition or the results or effect of any advertising.

7.4 Remedies Cumulative. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.

7.5 Severability. If any section, clause, provision or sentence or part thereof this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

7.6 Survival. The provisions of this Agreement that under a commercially reasonable interpretation reveal that the Parties likely would have such provisions survive termination or expiration of this Agreement, including without limitation Sections 2, 4, 5, 6 and 7 shall survive to the extent necessary to fulfill the purpose of such provision.

7.7 Force Majeure. Neither Party is liable in any way including for any damages or penalty for any failure or delay in performance hereunder which is proximately caused by strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labour conditions, disruptions caused as a result of the Internet, or other causes beyond its reasonable control. The failure to make any payment required under this Agreement shall never be excused under this force majeure provision.

7.8 No Waiver. No failure by COMPANY to take action on account of any default or breach of this Agreement shall constitute a waiver of any such default or breach, or of the performance required of Reseller under this Agreement.

7.9 Attorneys Fees and Costs. In the event any arbitration or court action is commenced by COMPANY, if COMPANY prevails in such action COMPANY shall be entitled to its reasonable out-of-pocket legal costs and reasonable attorneys' fees incurred therein.

7.10 Governing Law. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by the laws of the State of Texas, excluding any choice of law provisions. The parties consent to exclusive jurisdiction and venue for any claim for enforcement of this Agreement or for any claim arising out of a breach of this Agreement in the United States District Court for the Northern District of Texas. The Parties hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is inapplicable, and the Parties expressly disclaim its applicability.

7.11 Acknowledgement. Reseller acknowledges that it is aware that COMPANY has and may from time to time, appoint other distributors, resellers, and agents to distribute the Software and Services in the Territory and that COMPANY has and may from time to time distribute directly the Software and Services in the Territory.

7.12 Language. This Agreement will be interpreted and performed in the English language and all communication between COMPANY and Reseller will be in English.

7.13 Compliance with Laws, Export Control and Encryption Software

7.13.1 Compliance with Laws and Export Control. Reseller shall comply with all relevant laws, orders, codes, and regulations of any applicable jurisdiction applicable to this Agreement and to the use, marketing, advertising, distribution, resale, or other transfer, of the goods and/or services supplied by COMPANY pursuant to this Agreement, including without limitation in relation to: (a) the Export (as defined below), use, supply, or import of COMPANY products (including any software) and/or services; and (b) promoting, marketing, distributing and/or selling COMPANY products (including any software) and/or services to End Users in the Territory (or part thereof). Determination of the relevant law(s) is Reseller's responsibility. Reseller acknowledges and agrees that the COMPANY products (including any software) and/or services may be cryptographic in nature and highly regulated and therefore Reseller shall obtain any and all necessary export, use, supply, or import licenses, authorizations, permits and approvals for the COMPANY products (including any software) and/or services (after initial export by COMPANY). Reseller is strictly prohibited from exporting, re-exporting, transferring or supplying (collectively "Export"), regardless of method, COMPANY products (including any software) and/or services outside the Territory. Notwithstanding the foregoing, Reseller represents and warrants that COMPANY

products (including any software) and/or services will be utilized by Reseller solely in compliance with the purposes set forth in this Agreement. Reseller agrees to defend and indemnify COMPANY against any and all claims, actions, judgments, damages, fines, costs and other expenses (including without limitation reasonable legal and third party professional fees and disbursements) (collectively the "Export Related Claims") arising out of any failure by Reseller to comply with the requirements of this Section 7.13 (Compliance with Laws) and the certifications and commitments contained herein. For avoidance of doubt, Export Related Claims shall include regulatory enforcement proceedings initiated by any Government Authority (as hereinafter defined) and the costs thereof as well as claims from End Users. In relation to any Export Related Claim: (i) COMPANY shall promptly notify Reseller of such Export Related Claim; (ii) Reseller shall have sole control of the defense and/or settlement thereof; (iii) COMPANY shall furnish to Reseller upon request all information reasonably required in COMPANY's possession or control for such defense; and (iv) COMPANY shall cooperate with Reseller in the defense of such claims as requested by Reseller and in such case, Reseller will reimburse COMPANY's reasonable and necessary costs. "Government Authority(ies)" for the purposes of this Section means any national and/or other (sub-national and/or supranational) public, regulatory or government authorities with authority over the country(ies) and/or territory(ies) from which the Software and/or Services are being exported or to which the Software and/or Services are being imported.

7.13.2 Encryption Software. Reseller shall, and shall ensure that Sub-resellers shall, ensure that each End User who purchases Software is warned that the Software may include encryption software that is subject to domestic and foreign legal restrictions that restrict export, import and/or use of the Software.

7.14 Legal and/or Regulatory. Reseller acknowledges and agrees that notwithstanding anything to the contrary contained herein, COMPANY, in its discretion, may choose to not make available or make available any pricing related to any product and/or service which fails to comply with any legal and/or regulatory and/or contractual requirements or restrictions, and/or which COMPANY is otherwise prohibited from making available.

7.15 Extended Meanings. Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders.

7.16 Notice. Any notice, request, demand or other communication required or permitted hereunder will be in writing and shall be sufficiently given if delivered by hand or sent by registered mail, courier, email or facsimile addressed to the other Party at the address set out below or to such other person or address as the parties may from time-to-time designate in writing delivered pursuant to this notice provision. Any such notices, requests, demands or other communications shall be received and effective: (i) upon the date of delivery if delivered personally; or (ii) on the date of receipt of confirmation by answer-back, in the case of mail, email or facsimile.

If to COMPANY:

MDaemon Technologies, Ltd.

Attn: Reseller Support
4550 State Highway 360, Suite 100
Grapevine, TX 76051

Phone: 817-601-3222

Fax: 817-601-3223

Email: partners@helpdesk.mdaemon.com

If to Reseller: To the attention of the Reseller at the address, phone number, fax number or email as provided at the time of acceptance of the Agreement.

The above addresses and contacts can be changed by providing notice to the other Party in accordance with Section 7.16.

7.17 Execution by an Authorized Signatory. Unless otherwise expressly stated to the contrary in this Agreement, for any amendments to this Agreement, or consents, approvals, notices or authorizations provided in connection with this Agreement to be binding on COMPANY they must be signed by an officer of COMPANY.

7.18 Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all previous agreements, representations, understandings and/or commitments, whether oral or written, between the Parties and shall not be released, discharged, changed or modified, except by instruments in writing signed by duly authorized officers or representatives of the Parties. Each Party acknowledges and agrees that it is not relying upon any statements, promises, representations or warranties made by the other Party, or any of its agents, employees or representatives in entering into this Agreement, other than those made in this Agreement.

We are here for you. Let's talk!

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Website

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