



WIREDRIVE RESELLER AGREEMENT

NOTICE: This Wiredrive Reseller Agreement and Wiredrive Reseller Program Guide (together, the "Agreement") form a legally binding contract between you ("Reseller") and IOWA, LLC. ("Wiredrive") in relation to the resale of Wiredrive software products ("Software").

In order to resell Software under the Wiredrive Reseller Agreement, you must first agree to the Agreement, by clicking to accept where this option is made available to you. You may not resell Software if you do not accept the Agreement.

1. DEFINITIONS

- a) "Wiredrive Quarter(s)" means the calendar quarter of three months each: January through March, April through June, July through September, and October through December.
- b) "End User" means an entity that enters into a license or sub-license to use the Wiredrive Software for purposes other than redistributing and reselling it.
- c) "Terms of Service" means Wiredrive's current Terms of Service(s) for the applicable Software which is/are included with the Software generally in electronic form as part of a product installer or as an executable document, and is an agreement between Wiredrive and the End User.
- d) "Extended Trial for Demonstration Use Software" or "Extended Trial Software" means Software that is not for resale and may be used by Reseller solely for demonstration purposes. Wiredrive does not provide maintenance or support for Extended Trial Software.
- e) "Program Guide" means the Wiredrive Reseller Program Guide.
- f) "Gray Market or Unauthorized Products" means software products that have been diverted from an authorized channel into an unauthorized channel, and/or that may have been made to appear as full commercial versions and/or to obscure or disguise the fact that they were initially distributed by Wiredrive as educational software products, governmental sales products, OEM versions or Not for Resale products.
- g) "Reseller location" means those physical locations of Reseller
- h) "Software" or "Wiredrive Software" means all software sold by Wiredrive during the term of the Agreement. Wiredrive Software shall be deemed to include the Extended Trial Software.
- i) "Territory" means the country of the address supplied by Reseller at the time of registration with Wiredrive via its online portal.

2. APPOINTMENT

- a) Appointment. Provided Wiredrive accepts Reseller's application to be a reseller of the Software, and provided that Reseller complies with the terms of the Agreement, outside Reseller's designated "Reseller Location" means Wiredrive appoints Reseller as a reseller in the Wiredrive Reseller Program on a non-exclusive basis within the Territory.



Resellers shall not supply Software outside the designated Territory, or to other Resellers who will distribute Software outside the Territory. This appointment allows Reseller to distribute Software to End Users under the Wiredrive Tier Licensing Program (WTLTP) as detailed in the Program Guide. Not all Resellers are allowed to sell Software under this program and your eligibility to sell such Software may be subject to additional training and/or specialization requirements as detailed in the Program Guide. Reseller shall be designated as a Registered at Wiredrive's sole discretion.

- b) Anti-Piracy/Gray Market Restrictions. Reseller agrees that it will not deal in Gray Market Products. Wiredrive reserves the right to terminate this Agreement with immediate effect if Reseller is found to be dealing in Gray Market Products of Software or knowingly supplying, or having reason to know that it is supplying any person who is engaged in distribution of Gray Market Products. Such termination would be without prejudice to Wiredrive's other remedies if any Wiredrive products were involved. A breach of Clause 2 prohibiting distribution of the Software outside the Territory shall also be deemed a breach of this shall be deemed a material breach of this Clause (a) -2 (Anti-Piracy/Gray Market Restrictions).
- c) Additional Commitments. Reseller agrees to the following:
 - i. that, as of the Effective Date, it is, and shall continue to be for the Term in compliance with the terms and conditions as detailed in the Program Guide. Failure to comply with the terms of the Program Guide shall be deemed a material breach of the Agreement.
 - ii. to only distribute or license Wiredrive Software that is contained on the Wiredrive-designated list of Wiredrive Software products that Reseller is permitted to distribute hereunder (i.e. the "Software List") at the time an order is placed.
 - iii. to meet such other eligibility criteria as Wiredrive may establish and communicate from time to time.
 - iv. training. If and as required by Wiredrive, Reseller agrees to participate in any Wiredrive reseller-training program to ensure that Reseller is sufficiently trained and able to support Wiredrive technologies. Such training program may require: (i) attendance of Reseller's development and support personnel at a technical training course and/or (ii) successful qualification of Reseller's development, technical and support personnel.

3. LICENSES

- a) End User Distribution License. Wiredrive grants Reseller a non-exclusive, non-transferable license to sell the Wiredrive Software subscription directly to End Users in the Territory during the term of the Agreement. All use of the Wiredrive Software by the End User shall be subject to the terms and conditions of the Terms of Service. It shall be Reseller's responsibility to ensure that End User has accepted the terms of the Terms of Service. Acceptance of the Terms of Service shall be demonstrated either by the End User "accepting" the terms during the installation process or by physically executing a copy of the Terms of Service. If Reseller is installing the Wiredrive Software for the End



User, it shall obtain written authorization from the End User to accept the terms of the Terms of Service on behalf of the End User. Reseller may not utilize the Wiredrive Software for its own internal business use except pursuant to a separate licensing agreement for that purpose. Wiredrive Software licensed under the Agreement may only be distributed to Reseller's End Users.

- b) No Sale. Wiredrive software is licensed, not sold. The Agreement is not to be interpreted or construed as an agreement between Wiredrive and Reseller for the sale of Wiredrive Software. Reseller shall advise its End User customers that Reseller has a license to distribute Wiredrive Software licenses and that the Wiredrive Software has not been sold.

4. ORDERS/CANCELLATIONS

- a) Order Process. Reseller shall place all orders for Software to a Wiredrive Partner manager. Upon request, Reseller shall provide documentation to Wiredrive that Reseller has received valid purchase orders from its End Users. The number of licenses indicated on the purchase order issued by Reseller cannot exceed the number of licenses ordered by the End User.
- b) Cancellations. Wiredrive is not obligated to accept any cancellations. The sole exceptions, subject to Wiredrive having authorized the cancellation within the 1st year subscription on a case by case basis at its sole, reasonable discretion and subject to the limitations set forth below, are: (A) orders where was delivered the wrong Subscription; (B) warranty returns from an End User; and (C) instances where an End User does not wish to accept Terms of Service. Any such cancellation shall only be accepted by Wiredrive after the issuance of a credit note. Reseller shall contact Wiredrive to make a request. The credit note must be referenced on all documentation accompanying the Wiredrive Software subscription cancellation. During the last week of a Wiredrive Quarter, Wiredrive will not accept any cancellation. Reseller shall receive a credit for all Software returned as permitted.

5. INTELLECTUAL PROPERTY

- a) Software. The Wiredrive Software being supplied to Reseller is proprietary to Wiredrive, its licensors and suppliers and is the intellectual property of Wiredrive, its licensors and suppliers. Reseller shall take all reasonable measures to protect the intellectual property rights of Wiredrive, its licensors and suppliers in the Wiredrive Software and the trademarks including providing such assistance and taking such measures as are reasonably requested by Wiredrive from time to time. Except as expressly provided herein, Reseller is not granted any rights to any intellectual property or any other rights, franchises or licenses with respect to the Wiredrive Software or the Trademarks. Wiredrive or its licensors reserves all rights not expressly granted.
- b) No Modifications. Reseller shall not, either directly or indirectly alter, revise, enhance, customize or otherwise change or modify the Wiredrive Software or any part thereof without Wiredrive's prior written consent, which consent may be withheld in the sole and absolute discretion of Wiredrive. If such consent is given, and unless the parties



agree otherwise, Reseller shall deliver to Wiredrive all such alterations, revisions, enhancements, customizations, changes or modifications and an assignment of all copyright or other intellectual property interest and waiver of any moral rights that the Reseller or any other person may have in same.

6. CONFIDENTIALITY

- a) Confidential Information. From time to time, either party (the “Discloser”) may disclose or make available to the other party (the “Recipient”), and/or the Recipient may otherwise obtain access to, non-public information of the Discloser or other persons or entities that is marked as confidential if disclosed in writing, or identified as confidential at the time of disclosure if disclosed orally or visually, and reduced to a writing (within thirty (30) days of oral disclosure) which is marked as confidential or is provided under circumstances in which the parties knew or reasonably should have known from the circumstances of the disclosure that the information was confidential, or is any piece of information that allows the identification of a natural person, or relates to financial data of a natural person (“Personal Data”)(“Confidential Information”). For Confidential Information, the subsections set forth below shall apply:
- i. Each party will treat the Confidential Information of the other party with the same degree of care as that party accords to its own Confidential Information of like kind, but in no event less than reasonable care. Each party will restrict access to the Confidential Information of the other to its personnel engaged in a permitted use hereby who have a need to know such Confidential Information, and who have agreed to be bound by terms and conditions of confidentiality at least as restrictive as those set forth in the Agreement.
 - ii. The Confidential Information of the Discloser may be used by the Recipient solely for the purpose(s) of performing its obligations or exercising its rights under the Agreement
 - iii. The obligations of Recipient under this Section 6(a) shall not apply if the information (A) was in the public domain at the time or entered the public domain subsequent to the time it was communicated to the Recipient by the Discloser through no fault of the Recipient; (B) was in the Recipient’s possession free of any obligation of confidence at the time, or was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Discloser or otherwise obtained hereunder; (C) was developed by employees or agents of the Recipient independently of and without reference to or use of any Confidential Information of Discloser; or (D) was disclosed to Recipient, by the Discloser more than three (3) years earlier. Notwithstanding anything to the contrary in this Section 6, a Recipient may disclose the Confidential Information of the Discloser to the extent necessary to respond to a valid order by a court or other governmental body, when otherwise required by law, or when necessary to establish the rights of either party under the Agreement, provided the Recipient provides reasonable notice to the Discloser to contest such disclosure.



- iv. Each party understands and acknowledges that the other party may develop and acquire software and hardware for its own products and services, and that existing or planned products and services independently developed without use of the other party's Confidential Information or acquired by a party may contain ideas or concepts similar or identical to those in the Confidential Information. Each party further acknowledges and agrees that entering into the Agreement and having access to the other party's Confidential Information shall not preclude the other party from developing or acquiring such products.
- b) Data Protection and Privacy. In collecting, processing, recording, storing, registering, disclosing, transferring and using (collectively, "Using") data (including Personal Data) and in maintaining records, Reseller shall comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws, and shall only do so, directly or indirectly, if required to perform its obligations under the Agreement, and in accordance with applicable U.S., federal and state and international privacy and data protection laws, rules and regulations. Reseller acknowledges and agrees that, as between Reseller and Wiredrive, Personal Data that Reseller collects, processes, records, stores, transfers or receives from or on behalf of Wiredrive, or directly from End Users, resellers or other persons in relation to Wiredrive or its products or services ("Customer Personal Data"), shall be considered Confidential Information. Reseller shall comply with any information security requirements promulgated by Wiredrive, and will cause its personnel, consultants, service providers, dealers and agents to comply with the provisions of this Section 6(b). Nothing in this Section 6(b) (Data Protection and Privacy) shall in any way be interpreted to limit or diminish any other obligation Reseller may have elsewhere under the Agreement.
- c) NOTHING IN THIS SECTION 6 WILL EXTEND OR VARY THE TERMS OF ANY END USER LICENSE GRANTED TO RESELLER BY WIREDRIVE (INCLUDING, WITHOUT LIMITATION, ANY RESTRICTIONS RELATING TO THE USE OF SOFTWARE).

7. SOFTWARE AND SERVICE WARRANTIES

- a) End User Warranty. For the Wiredrive Software being ordered by Reseller, Wiredrive only warrants the Wiredrive Software to End Users and pursuant to the terms of the applicable Terms of Service. No warranty for the Wiredrive Software is extended to Reseller pursuant to the Agreement. If Reseller's End User customers wish to make a warranty claim with respect to the Wiredrive Software, Reseller will provide commercially reasonable assistance in making such claim to Wiredrive. As between Wiredrive and Reseller, all warranties of any kind are expressly disclaimed.
- b) Warranty for Extended Trial Software. No warranty is provided.
- c) Mutual Warranties. Each party represents, warrants and covenants to the other that:
 - i. it is a corporation duly formed, validly existing and in good standing; and
 - ii. it has full power, authority and capacity to enter into the Agreement. Reseller further warrants that it shall comply with all Terms of Services.
- d) Warranty Disclaimers. Nothing in the Agreement shall be construed as expanding or adding to any warranty for any Software licensed under an Terms of Service.



- e) EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY MAKES, ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE BY ANY COUNTRY OR JURISDICTION, RELATED TO OR ARISING IN ANY WAY OUT OF THE AGREEMENT OR THE PROVISION OF BENEFITS, PRODUCTS OR SERVICES RELATED TO THE AGREEMENT. EACH PARTY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY, TERM, REPRESENTATION OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, AND NON-INFRINGEMENT.
- f) RESELLER REPRESENTS AND WARRANTS TO WIREDRIVE THAT IT SHALL NOT MAKE, AND WIREDRIVE SHALL NOT BE BOUND BY, ANY OFFER, ACCEPTANCE, REPRESENTATION, WARRANTY, CONDITION, PROMISE, OR AFFIRMATION OF FACT WHATSOEVER TO ANY THIRD PARTY RESPECTING WIREDRIVE OR THE WIREDRIVE SOFTWARE, INCLUDING THE PERFORMANCE THEREOF, THAT HAS NOT BEEN AUTHORIZED BY WIREDRIVE. RESELLER AGREES TO INDEMNIFY AND HOLD WIREDRIVE HARMLESS AGAINST ANY AND ALL PROCEEDINGS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, LIABILITY, COSTS AND EXPENSES (INCLUDING REASONABLE LEGAL FEES) WHATSOEVER THAT MAY ARISE, EITHER DIRECTLY OR INDIRECTLY, IN ANY CONNECTION WITH ANY BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY.
- g) RESELLER AGREES THAT IT HAS NO EXPECTATION THAT IT SHALL OBTAIN ANY ANTICIPATED AMOUNT OF REVENUE, SALES OR OTHER COMPENSATION AS A RESULT OF ENTERING INTO THE AGREEMENT. UPON TERMINATION OR EXPIRATION OF THE AGREEMENT OR ANY ADDENDUM, WIREDRIVE SHALL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, DAMAGES, LOST PROFITS OR OTHER PAYMENTS ARISING FROM ANTICIPATED SALES, EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS.

8. LIMITATION OF LIABILITY.

- a) EXCEPT FOR EXCLUDED CLAIMS, A BREACH BY A PARTY OF ITS PAYMENT OBLIGATIONS AND THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER UNDER THE AGREEMENT SHALL NOT EXCEED TEN THOUSAND UNITED STATES DOLLARS (\$10,000).
- b) EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW) AND THE OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION) OF THE AGREEMENT, EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY BE LIABLE (NOR WILL WIREDRIVE'S SUPPLIERS AND LICENSOR'S BE LIABLE) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR LOSS OF ANTICIPATED SAVINGS.



- c) "EXCLUDED CLAIMS" MEANS LOSSES OR DAMAGES ARISING FROM FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY AND/OR DATA PROTECTION AND PRIVACY OBLIGATIONS, INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR BREACH OF THE RESTRICTIONS ON ANY RESELLER'S ACCESS TO OR USE OF THE SERVICES OR SOFTWARE PROVIDED BY WIREDRIVE HEREUNDER.
- d) NOTHING IN THE AGREEMENT EXCLUDES OR RESTRICTS ANY PARTY'S LIABILITY FOR (i) IN EACH JURISDICTION WHERE APPLICABLE, THE TORT OF DECEIPT, (ii) DEATH OR PERSONAL INJURY RESULTING FROM THAT PARTY'S NEGLIGENCE OR ITS EMPLOYEES' NEGLIGENCE WHILE ACTING IN THE COURSE OF THEIR EMPLOYMENT AND (iii) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.
- e) EACH PROVISION OF THE AGREEMENT EXCLUDING OR LIMITING LIABILITY SHALL BE CONSTRUED SEPARATELY, APPLYING AND SURVIVING EVEN IF FOR ANY REASON ONE OR THE OTHER OF THOSE PROVISIONS IS HELD INAPPLICABLE OR UNENFORCEABLE IN ANY CIRCUMSTANCES AND SHALL REMAIN IN FORCE NOTWITHSTANDING THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

9. INDEMNIFICATION

Reseller shall indemnify and hold harmless Wiredrive, including its affiliates, subsidiaries, employees, officers, directors and licensors, for all claims, damages, liability, costs and expenses whatsoever that may arise, either directly or indirectly, from: (i) warranties made by Reseller regarding the Wiredrive Software that were not authorized in writing by Wiredrive, (ii) the improper integration of the Wiredrive Software by Reseller into the computer systems of End Users, or (iii) the performance of, or infringement by, software, equipment, or materials (including Reseller intellectual property) not supplied by Wiredrive.

10. MARKETING AND TRADEMARKS

- a) During the Term, Wiredrive may include Reseller's details on any website it maintains for End Users in connection with the Wiredrive Software and Reseller specifically consents to publication of its name by Wiredrive as an Wiredrive designated Reseller at the relevant level. Reseller may only market Wiredrive Software under the name specified by Wiredrive. Wiredrive does not, and will not, endorse, warrant or guarantee the performance of any Reseller product. Reseller shall not represent to any third party that Wiredrive: (i) has endorsed, warranted or guaranteed the performance of any Reseller product; (ii) implied the merchantability or fitness for a particular purpose of any Reseller product; or (iii) intends to do either (i) or (ii). Neither party shall make any warranties about the other party's products or services without the other party's written authorization.
- b) Wiredrive Trademarks. Subject to the terms of the Agreement, and only during the Term of the Agreement, Wiredrive grants Reseller a nonexclusive, nontransferable, non-assignable, non-sublicensable, revocable, limited license to use Wiredrive trademarks, and any marks or specific logos associated with its Reseller and/or held by Reseller



employees, if any, that have been expressly authorized for its use to fulfill the terms of the Agreement and only in accordance with (i) Wiredrive's trademark usage guidelines, as amended by Wiredrive from time to time in Wiredrive's sole discretion and (ii) the Program Guide. Wiredrive may revoke Reseller's license to Wiredrive Trademarks at any time in its sole discretion. Upon such notice, Reseller will use commercially reasonable efforts to remove Wiredrive's trademarks from Reseller properties.

- c) Reseller Trademarks. Subject to the terms of the Agreement, and only during the Term of the Agreement, Reseller grants Wiredrive a nonexclusive, nontransferable, paid-up, revocable limited license to use Reseller Trademarks, solely to exercise its rights and fulfill its obligations under the Agreement. For purposes of the Agreement, "Reseller Trademarks" means the artwork, logos, and/or other images, trademarks, service marks, trade names or other identifying indicia of Reseller. Reseller may revoke Wiredrive's license to Reseller Trademarks at any time in its sole discretion. Upon such notice, Wiredrive will use commercially reasonable efforts to remove Reseller's trademarks from Wiredrive properties.
- d) Publicity. Neither party may issue any press releases, publicity, marketing or sales materials, or other materials developed by or on behalf of either party that refer to the Agreement or the relationship between the parties, or otherwise use the name or trademark of the other party without prior review and written approval by the other party. Notwithstanding the foregoing, either party may include factual descriptions of the relationship between the parties in presentations without consent and Reseller consents to publication of its name by Wiredrive as a member of the Program or any applicable component thereof.

11. RECORDS

Reseller agrees to maintain complete and accurate records (in accordance with generally accepted accounting principles) relating to its activities under the Agreement and to retain such records for two years after termination of the Agreement. At Wiredrive's request, Reseller will report to Wiredrive regarding its activities for the preceding month. In addition, Reseller shall promptly supply Wiredrive with copies of information and documentation relating to Reseller's activities hereunder as reasonably requested by Wiredrive. Wiredrive shall have the right during the term of the Agreement and for two years thereafter, at any time upon ten (10) days notice, to cause an audit and/or inspection to be made of Reseller's records and premises in order to verify reports submitted by Reseller and/or Reseller's compliance with the terms of the Agreement. Any such audit shall be conducted by Wiredrive's auditor of choice. Any such audit shall be at the expense of Wiredrive unless Reseller is found to be non-compliant with the Agreement, in which case the audit shall be at the expense of Reseller.

12. TERM AND TERMINATION

- a) Initial Term. The initial term of the Agreement shall be one (1) year from the date of Wiredrive's acceptance of Reseller's application. Resellers will receive email confirmation if their application has been accepted.



- b) Termination. The Agreement will terminate in the event of any of the following:
- i. any party may terminate the Agreement upon written notice: (A) for any or no cause upon thirty (30) days prior written notice to the other party; or (B) if another party is declared bankrupt, files for a moratorium on payment of its debts or seeks any other relief, or if a party goes into liquidation (other than for a member's voluntary liquidation for the purposes of reconstruction or amalgamation) or have a receiver appointed over any of its property and assets or undergo any proceeding analogous to any of the foregoing events. A party shall use its best efforts to notify the other party promptly if one of the foregoing events occurs; and
 - ii. any party may terminate the Agreement upon written notice if one party gives the other written notice of a breach by another of any material term or condition of the Agreement and such party fails to cure the breach within thirty (30) days.
 - iii. Wiredrive may terminate the Agreement upon written notice (A) upon an amalgamation, acquisition or merger of Reseller with any person or entity who is not a party to the Agreement or assignment of the Agreement by Reseller, unless consented to by Wiredrive in writing in advance; or (B) if there is a change in the controlling ownership of Reseller; or (C) Reseller fails to maintain the criteria specified in the Program Guide.
 - iv. immediately, upon written notice, for any breach of Wiredrive's intellectual property rights.
- c) Effect of Termination.
- i. If the Agreement expires or is terminated, the licenses granted to Reseller shall immediately terminate and Reseller shall: (A) refer all inquiries regarding Wiredrive or the Wiredrive Software to Wiredrive and give Wiredrive notice thereof; and (B) request to cancel Wiredrive credentials; and (C) immediately cease use of any Wiredrive Trademarks and discontinue all representations that it is an Wiredrive reseller.
 - ii. Termination or expiration of the Agreement shall be without prejudice to any other right or remedy to which any party may be entitled hereunder in law. Reseller acknowledges and agrees that it has no expectation that Reseller shall obtain any anticipated amount of profits by virtue of the Agreement. Wiredrive shall not be liable, by reason of any termination of the Agreement, for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments whatsoever in connection with the business or goodwill of Reseller.
- d) Survival. Sections 1, 3, 4(b), 5, 6, 7, 8, 9, 11, 12, and 14 of the Agreement will survive the expiration and/or termination of the Agreement, as shall any portion(s) of an addendum to the Agreement expressly identified by such addendum as portion(s) which will survive any expiration or termination of such addendum and/or the Agreement.

13. BUSINESS CONDUCT



- a) Compliance with Laws applicable to Government Transactions. Reseller agrees and certifies that it will comply with all laws, regulations, rules, and other requirements applicable to transaction(s) with any government(s) occurring pursuant to the Agreement and all related matters (“Government Transaction(s)”). Reseller shall defend, indemnify and hold harmless Wiredrive, its subsidiaries, their directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages, of any kind and nature whatsoever, arising from or related to Reseller’s failure to comply with its obligations under this Section and for any expenses, costs of litigation and attorney's fees related thereto or incident to establishing the right of indemnification.
- b) Anti-Corruption. Reseller shall comply with all applicable laws or regulations in all countries in which Reseller conducts business including but not limited to prohibitions on providing anything of value to any government employee or other person to corruptly influence any decision or determination. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice, or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, Reseller has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America (“FCPA”). Reseller shall comply with the FCPA, and Reseller agrees to provide certifications of FCPA compliance to Wiredrive on an annual basis.
- c) No Anti-Competitive Practices. Reseller is not aware of and has not participated in any business arrangements or deal allocation arrangements that could restrict free trading and competition between Wiredrive’s partners, or practices that restrict free trading or lead to the promotion of monopolistic or anti-competitive business practices to the detriment of Wiredrive’s customers.
- d) Fair Dealing; No False Representations. Reseller will not make any false representations to Wiredrive with respect to any transactions entered into during Reseller’s current fiscal quarter or any prior quarter. False representations would include, but not be limited to, the promotion or utilization of false documentation such as invalid purchase orders, fake or forged contracts, forged letters of destruction and/or inaccurate reporting to facilitate any Reseller transactions.
- e) Reporting of Violations. Should Reseller know of any acts or omissions, by Wiredrive employees or other personnel, which violate the terms of the Agreement, or suspect any such violations, Reseller must contact Wiredrive at 1-(866)-888-8238 for an anonymous reporting of such a violation or suspected violation.
- f) No Conflict of Interest.
 - i. Reseller shall inform Wiredrive prior to signature of the Agreement and after having performed adequate due diligence regarding the same, whether any of Reseller’s officers, directors or Relevant Staff Members (as defined below) and/or any shareholder(s) holding 10% or more of the shares and/or equity in Reseller or an affiliate of Reseller are Related (as defined below) to any officer, director or Relevant Staff Member of Wiredrive. In the absence of such a notification,



- Reseller shall be deemed to have confirmed that no such Relation exists to the best of Reseller's knowledge as of the Effective Date of the Agreement.
- ii. The term "Related" includes any of the following relationships: spouse, children, parents, parents-in-law, siblings, brother/sister-in-law, uncles, aunts, nieces and nephews. "Relation" means the state where the Reseller has a related person. The term "Relevant Staff Member" shall include employees and temporary workers of Reseller/Wiredrive (as the case may be) who are engaged in marketing, purchasing and/or selling Wiredrive software.
 - iii. During the term of the Agreement and to the extent permitted by applicable data protection laws and regulations, Reseller shall exercise reasonable care and diligence to identify any of its officers, directors, relevant staff members or owners of 10% or more who are employees of or Related to any employees of Wiredrive. and shall notify Wiredrive in writing as soon as reasonably practicable if Reseller becomes aware of a such a Relation. Reseller also agrees to use its best efforts in meeting and fulfilling requests for information from Wiredrive concerning potential or reasonably suspected instances of conflicts of interest arising from the above described relationships.
 - iv. Reseller shall refrain from making any direct or indirect payments and granting anything of value which is outside the ordinary course of business and not in accordance with generally accepted international industry practices and/or unlawful), to an officer, director, member of staff of Wiredrive or anyone Related to them. Any breach of this clause shall constitute a material breach of the terms of the Agreement and entitle Wiredrive to terminate the Agreement pursuant to the terms stipulated herein, without prejudice to any additional rights Wiredrive may have against Reseller.
 - v. Representations. Reseller represents and warrants to Wiredrive that: (a) no relevant agency has suspended, revoked or denied Reseller's export and/or import privileges; (b) Reseller is not located in or under the control of a national or resident of a jurisdiction where this transaction is prohibited; and (c) Reseller shall not, in any manner whatsoever, either remove, convey, export, import or transmit the Wiredrive Software from or to Reseller's jurisdiction in violation of the applicable laws and regulations. Reseller shall defend, indemnify and hold Wiredrive harmless from and against any and all claims, losses and liabilities attributable to any breach by Reseller or any of its agents, officers, directors, or employees, of its obligations under this Section 13.

14. GENERAL

- a) Notices. All notices or reports permitted or required under the Agreement shall be in writing and shall be personally delivered by hand or sent by reputable courier or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in certified or registered mail (postage prepaid), or as of the date of delivery shown in the business records of the reputable international courier. Notices shall be sent to 5340 Alla Rd (Suite 109), Los Angeles, CA



90066 - USA for Wiredrive and to the legal address in the reseller application for Reseller. If notice is sent to Wiredrive or its subsidiaries or affiliates, it shall be sent to the signatory with a copy to the General Counsel of Wiredrive.

- b) Attorneys' Fees. If an action is commenced to enforce either party's rights under the Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs, expenses and attorneys' fees in addition to any other relief to which such prevailing party may be entitled.
- c) Governing Law. This Agreement shall be governed by and interpreted in all respects by the laws of the State of California.
- d) Severability. If any provision of the Agreement is held to be unenforceable, such unenforceability shall not render the Agreement unenforceable as a whole. In such event, that provision shall be changed and interpreted so as to best accomplish the objectives of the unenforceable provision within the limits of applicable law.
- e) No Agency or Partnership. Nothing contained in the Agreement, including without limitation the title of the Agreement, shall be construed as creating any agency, partnership, sales agreement, joint venture or other form of joint enterprise or other similar relationship between the parties, and neither party has the authority to bind or incur any obligation on behalf of the other.
- f) Complete Agreement. Each Exhibit and Agreement attached hereto is incorporated by this reference and made a part of the Agreement as if its terms were fully set forth in the body of the Agreement. The Agreement, including the Program Guide, constitutes the entire agreement between Wiredrive and Reseller and supersedes and terminates any and all prior agreements, representations, guarantees, written or oral, relating to the subject matter hereof.
- g) Waiver. The waiver by a party of a breach of any provisions contained herein shall be deemed effective only when in a writing signed by both parties and shall in no way be construed as a waiver of any succeeding breach of such provision.
- h) Assignment; Name Change. Except as expressly set forth below in this section, neither the Agreement nor any of the rights or obligations of the Reseller may be assigned, in whole or in part without the prior written approval of Wiredrive. Should Reseller undergo a change of control, Wiredrive will be entitled to terminate the Agreement immediately on written notice to Reseller. For the purposes of this Section, a change in the persons or entities who control fifty percent (50%) or more of the equity securities of Reseller shall be considered a change of control.
- i) The Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Either party will have the right to terminate the Agreement in case of any attempted assignment or transfer by the other party in contravention of this provision, and any such attempt will be null and void.
- j) Force Majeure. Neither party shall be liable for any failure or delay in fulfilling the terms of the Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be



construed as relieving either party from its obligation to pay any sum due to the other party.

- k) Remedies. The parties expressly agree that a violation of certain section of the Agreement and/or the Program Guide may cause irreparable harm and that a remedy at law is likely to be inadequate. Therefore, in addition to any and all remedies available at law, a party will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation or any or all of the provisions set forth above in this Section. Reseller hereby waives any requirement that Wiredrive post a bond or other security in conjunction with any application for injunctive or other equitable relief.
- l) Compliance with Laws. Reseller shall comply with all applicable laws or regulations in all countries in which Reseller conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice, or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws.
- Export Controls.** Reseller acknowledges that the Software Products are subject to and must be exported in accordance with U.S. Export Administration Regulations (EAR, 15 CFR 730- 774). Reseller agrees not to transfer, resell or divert any of the Software Products, to those countries that may be embargoed by the U.S. Government (including, but not limited to, Cuba, Iran, North Korea, Sudan, and Syria). Reseller represents that it will not provide any of the Software to any entity that is prohibited from participating in the US export transactions by any federal agency of the U.S. Government. Reseller represents that it will not use or transfer these products for end uses relating to any nuclear, chemical or biological weapons, rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems unless authorized by the U.S. Government by regulation or specific license. Additionally Reseller acknowledges that these Software Products may be subject to export control regulations in countries in which they operate and Reseller hereby agrees that it will not directly or indirectly export, import, transmit or use these Software Products contrary to the laws or regulations of any governmental entity that has jurisdiction over such export, import, transmission or use. If Wiredrive has knowledge that a violation has occurred, Wiredrive may be prohibited from providing maintenance and support for the Software Products, if applicable. The parties agree to cooperate with each other with respect to any application for any required licenses and approvals, however Reseller acknowledges it is Reseller's ultimate responsibility to comply with any and all export and import laws.
- m) Third Party Beneficiaries. Reseller acknowledges and agrees that Wiredrive's licensors are third party beneficiaries of the Agreement, with the right to enforce the obligations set forth in the Agreement.
- n) Translations. If the Agreement or any Agreement hereto is prepared and executed in more than one language, the English language version shall be controlling in all respects, and any version of the Agreement or such Agreement in any other language shall not be binding and shall have no effect. Further, each party agrees that signature by Reseller or Wiredrive on any non-English language version, even if there is no signature(s) on the English language version, shall be deemed execution of the English language version and



binding on the parties. Without limiting the foregoing, if there is any conflict or inconsistency between the English language version of the Agreement or any applicable Agreement and any other translated version of the Agreement or such Agreement, the English language version shall prevail.

- o) Independent Investigation. EACH PARTY ACKNOWLEDGES AND AGREES THAT IN INTERPRETING THE AGREEMENT, NO WEIGHT SHALL BE PLACED UPON THE FACT THAT THE AGREEMENT, OR A PARTICULAR PORTION THEREOF, HAS BEEN DRAFTED BY A PARTY.
- p) Other Opportunities. Each party shall at all times remain free to decline a specific opportunity at its sole discretion and may work with other product or services providers. Nothing in the Agreement shall be construed as creating any type of exclusive relationship among the parties. It is expressly understood that the parties may have or create relationships with other systems integrators, OEMs, software or hardware suppliers, distributors and/or resellers as well as solution channel partners.
- q) No Guaranty. Each party hereby disclaims any representation, warranty or guarantee regarding the success of any activities under to the Agreement, or the amount of revenues, if any, that will be generated as a result of the Agreement.
- r) Non-exclusivity. Nothing in the Agreement shall be construed as creating any type of exclusive relationship from Wiredrive. It is expressly understood that Wiredrive may have or create relationships with other OEMs, software or hardware suppliers, distributors, systems integrators and resellers.
- s) Counterparts. The Agreement may be executed and delivered by facsimile and in counterparts, and shall be considered as original and whole if so executed and delivered.
- t) Regional Variations. The program may include regional or territorial benefits and obligations and any such benefits or obligations will be specific to that region and Wiredrive has no obligation to extend regional variations to additional territories or regions.
- u) Other Governments. Reseller will take all reasonable steps in making proposals and agreements with governments other than the United States, which involve Wiredrive Software to ensure that Wiredrive's proprietary rights in such Wiredrive Software and related documentation receive the maximum protection available from such governments for commercial computer software and related documentation developed at private expense. The provisions of this section shall not be construed to expand the scope of Reseller rights set forth in Section 3 ("Licenses").
- v) Entire Agreement; Precedence. The Agreement (the Program Guide and this Wiredrive Reseller Agreement) completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter.

The Agreement is entered into and made effective as of the date accepted by Wiredrive.



[I HAVE READ, UNDERSTOOD, AND AGREED TO COMPLY WITH THE TERMS AND CONDITIONS INDICATED HEREIN AND REPRESENT AND WARRANT THAT I AM AUTHORIZED TO BIND THE RESELLER.]

[I DO NOT AGREE]