

KOMODO RESELLER AGREEMENT

This Reseller Agreement ("Agreement") is between you (both the individual reselling the Product Units and, if applicable, the company on behalf of which you are entering into this Agreement) ("Reseller") and Peakey Enterprise LLC, an Indiana corporation ("Licensor"), with its principal office located at PO Box 1831 Warsaw, IN 46581-1831.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING BELOW, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT OR IF YOU DO NOT AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT SIGN, AND YOU WILL NOT HAVE THE RIGHT OR AUTHORIZATION TO USE, ACCESS OR RESELL THE PRODUCT UNITS.

1. DEFINITIONS:

(a) "Confidential Information" means the confidential and/or proprietary information of Licensor (whether such information is or is not marked or identified as confidential or proprietary), including software (in object and source code form), inventions (whether or not patentable), trade secrets, ideas, know-how, techniques, processes, formulas, algorithms, schematics, research, development, software design and architecture, testing procedures, design and functional specifications, problem reports and performance information, marketing and financial plans and data. "Confidential Information" does not include information that Reseller can show through documentary evidence: (a) is or becomes publicly known through no fault, act or omission of Reseller; (b) is known by or in the possession of Reseller prior to its receipt from Licensor; or (c) is lawfully obtained from a third party who rightfully possesses the information (without confidentiality or proprietary restriction) and who did not receive it, directly or indirectly, from Licensor.

(b) "Documentation" means Licensor's standard end user documentation for the Licensed Software, as modified from time to time by Licensor in its sole discretion.

(c) "End User" means a licensee of the Licensed Software who acquires such software for normal personal use or business end use and not for resale or distribution.

(d) "End User License" means Licensor's standard end user license agreement for the Licensed Software, as modified from time to time by Licensor in its sole discretion, the current version of which is located at the website <http://www.komodocreator.com/licenses/>

(e) "Intellectual Property Rights" means all present and future copyrights, trademark rights, service mark rights, trade secret rights, patent rights, moral rights, and other intellectual property and proprietary rights recognized in any jurisdiction.

(f) "Licensed Software" means the software(s) made available by Licensor under this Agreement, in English, as more specifically set

forth at the website <http://www.komodocreator.com/> or any successor website thereto.

(g) "Product Units" means a single retail-ready package containing one (1) copy of the Licensed Software in object code format stored on a single tangible medium, the End User License, Documentation, packaging, and/or other items as determined by Licensor in its sole discretion.

(h) "Term" shall have the meaning set forth in Section 7.

(i) "Territory" means worldwide, except to the extent limited by U.S. export laws and the applicable import and export laws of foreign jurisdictions, as described in Section 10.

2. APPOINTMENT; LICENSE:

(a) Appointment. Subject to the terms and conditions set forth herein, Licensor hereby appoints Reseller as Licensor's independent, authorized, non-exclusive reseller of the Product Units in the Territory during the Term, and Reseller hereby accepts such appointment.

(b) License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Reseller a non-transferable, non-exclusive, non-sublicensable license that may be solely exercised within the Territory: (i) to distribute directly to End Users in the Territory the Product Units ordered pursuant to Section 5 for use in accordance with the terms and conditions of the End User Agreement; and (ii) to use, install and operate the Licensed Software (solely on Reseller's systems) for the sole purpose of: (a) testing and evaluation of the Licensed Software; (b) training Reseller's personnel in the marketing and sale of the Licensed Software; and (c) demonstrating and promoting the Licensed Software to potential End Users. Licensor reserves the right, from time to time and in its sole discretion, inside or outside the Territory, to increase or decrease the number of authorized resellers of the Product Units and to distribute Product Units using its own personnel or independent sales representatives or via any other distribution channel.

(c) Restrictions on Use. Reseller shall not, and shall ensure that other third parties shall not (i) modify, adapt, alter, translate, copy, perform and display (publicly or otherwise) or create derivative works based on the Licensed Software; (ii) merge or bundle the Licensed Software with other software; (iii) sublicense, lease, rent, or loan the Licensed Software; (iv) except as expressly permitted under Section 2(b), transfer the Licensed Software to any third party; (v) provide the use of the Licensed Software in any service bureau, rental or time-sharing arrangement; (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software (except as expressly permitted pursuant to Section 2(f)); or (vii) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Product Units or any component thereof.

(d) Restrictions on Distribution.

(i) Territory. Reseller acknowledges that Reseller is not granted any rights under this Agreement to distribute the Product Units outside the Territory. Reseller will not promote, market, or advertise the Product Units outside the Territory, or license, distribute or deliver the Product Units to any party (including End Users) located outside the Territory, without obtaining prior written consent from Licensor. If Reseller receives from any party located outside the Territory an order to license the Product Units, Reseller will not accept such order and will promptly refer such order to Licensor.

(ii) Agents. Reseller shall not distribute the Product Units or any portion thereof to any party, including any dealers, agents, representatives, sub-distributors, original equipment manufacturers, value added resellers, systems integrators or other third parties, other than End Users, and shall not authorize or appoint any dealers, agents, representatives, sub-distributors, original equipment manufacturers, value added resellers, systems integrators or other third parties to distribute or sublicense the Product Units.

(iii) No Sale. Any references to "sale(s)," "resale(s)," "selling" or "reselling" of the Product Units in this Agreement refer only to the sale and transfer of title of the medium on which the Licensed Software is stored and no title to the Licensed Software is transferred. The Licensed Software may only be distributed under this Agreement as expressly provided in this Section 2.

(iv) No Changes to Units. Reseller shall distribute the Product Units in the form shipped by Licensor, unopened, unmodified and with the End User License, User Documentation, packaging, and/or other items intact.

(e) IP Ownership. Subject to the terms and conditions of Section 2(f) below, Licensor shall own all right, title and interest, including all Intellectual Property Rights, in and to the Licensed Software, End User License, Documentation, packaging and other items contained within the Product Units ("Licensor Items"). All rights in and to the Licensor Items not expressly granted to Reseller under this Agreement are reserved by Licensor. Reseller shall not remove, alter, or obscure any proprietary notices (including copyright notices) of Licensor or the End User License included in or with the Licensed Software. Reseller shall take all reasonable measures to protect Licensor's Intellectual Property Rights in the Licensed Software, including providing assistance and measures as are reasonably requested by Licensor from time to time.

(f) Wish Lists. The wish list is the ability of any Licensee to request via a web interface any type of update, functionality or change to the architecture of the software; these will be approved and integrated at the Licensor's discretion and where the technology and available resources allows (see also Wish List Exceptions).

(g) Wish List Exceptions. A licensee may ask for bespoke developments and have these developed specifically to their requirements, these will be developed in priority to the Wish List, but will remain the Intellectual Property of Licensor and will be distributed to all other Licensees. These will also be chargeable to the licensee.

3. TRADEMARK LICENSE:

(a) Trademark License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Reseller a non-exclusive, non-transferable, revocable license, without the right to sublicense, only in the Territory, to use, display and reproduce the trademarks, service marks, or trade names owned by Licensor and placed on the applicable Product Unit or otherwise used in connection with the applicable Product Unit by Licensor as specifically set forth at the website <http://www.komodocreator.com/reseller/> ("Licensor Trademarks"), solely in connection with marketing, advertising, promotion, and distribution of the Product Units during the Term of this Agreement. Reseller's use will be in accordance with Licensor's guidelines and policies regarding advertising and trademark usage as established from time to time, including, without limitation, those guidelines and policies set forth at the website <http://www.komodocreator.com/reseller/branding/> ("Trademark Guidelines"). As a condition to the above trademark license, Reseller agrees to fully comply with the Trademark Guidelines. All rights of Licensor in and to such Licensor Trademarks not expressly granted under this Section 3(a) are reserved by Licensor. Reseller agrees that all use of the Licensor Trademarks, and all goodwill arising out of such use, shall inure to the sole benefit of Licensor. Licensor will have the right to monitor Reseller's use of the Licensor Trademarks. From time to time and upon Licensor's request, Reseller shall promptly submit to Licensor samples of all materials bearing the Licensor Trademarks, including, without limitation, any advertising, webpages, packaging or other materials. In the event of any improper use of the Licensor Trademarks, Licensor shall have the right to deliver written notice describing the improper use to Reseller, and Reseller shall immediately remedy such improper use. If Reseller fails to immediately remedy such improper use, Licensor shall have the right to terminate the trademark license contained in this Section 3(a) by providing written notice of such termination to Reseller.

(b) Restrictions on Use. Except as permitted in this Agreement, Reseller agrees that it will not adopt or use as part or all of any corporate name, trade name, trademark, service mark, certification mark, any of the Licensor Trademarks or other marks based on "Komodo - Creator" or any other designation confusingly similar to any Licensor Trademarks. Reseller agrees that it will comply with all applicable laws and regulations pertaining to the proper use and designation of the Licensor Trademarks in a particular country. Reseller shall not make any use of the Licensor Trademarks which will tarnish, blur, or dilute the quality associated with the Licensor Trademarks or the associated goodwill. Reseller will not register any of the Licensor Trademarks or any word or combination of words containing "Komodo - Creator" or any confusingly similar designation anywhere in the world.

(c) Notice of Infringement. Reseller agrees to notify Licensor of any unauthorized use of (i) any of the Licensor Trademarks or (ii) other trademarks or service marks by third parties based on any of the Licensor Trademarks or that are confusingly similar to any of the Licensor Trademarks. Licensor will have the sole right and discretion

to bring, prosecute and settle infringement, unfair competition, and similar proceedings based on the Licensor Trademarks.

4. SUPPORT OBLIGATIONS; MARKETING:

(a) End User Support by Reseller. Reseller shall provide support to End Users on terms at least as favorable as the terms under which Reseller provides support to end users for any comparable Reseller product.

(b) End User Support by Licensor. Subject to the terms and conditions governing such support web site then in effect, Licensor shall provide electronic support to End Users at the web site <http://www.komodocreator.com/support/> or any successor web site thereto, and such support shall consist exclusively of access to frequently asked questions ("FAQs"), a searchable knowledge base, forums, and the opportunity to provide feedback. Any such web site(s) shall be in English.

(c) Reseller Support: Subject to the terms and conditions governing such support web site then in effect, Licensor shall provide electronic support to Reseller at the web site <http://www.komodocreator.com/support/> or any successor web site thereto, and such support shall consist exclusively of access to frequently asked questions ("FAQs"), a searchable knowledge base, forums, and the opportunity to provide feedback. Any such web site(s) shall be in English.

(d) Marketing: Reseller shall use commercially reasonable efforts to successfully market, promote and solicit orders for the Product Units on a continuing basis, and shall bear all costs incurred by Reseller in the marketing, promotion and distribution of the Product Units. In marketing and distributing the Product Units, Reseller shall: (i) conduct business in a manner that reflects favorably at all times on the Product Units and the good name, goodwill and reputation of Licensor; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to Licensor, the Product Units or the public, including, without limitation, disparagement of Licensor or the Products; (iii) not publish or use any misleading or deceptive advertising material; and (iv) make no representations with respect to the Product Units that are inconsistent with the literature distributed by Licensor, including, without limitation, any warranties and disclaimers contained in such literature. Reseller shall include in all advertising all applicable copyright, trademark and other proprietary or restrictive rights notices as they appear on or in the Product Units.

5. ORDERS, PAYMENT AND SHIPMENT:

(a) Orders and Payment. Reseller shall order Product Units and pay Licensor a per Product Unit license fee and per Product Unit monthly fee for each Product Unit in accordance with the procedures, pricing information and other terms and conditions located at <http://www.komodocreator.com/reseller/>, or any successor website thereto, which procedures, pricing information and terms and conditions are incorporated herein. All payments made by Reseller under this Agreement must be made by credit card or other payment method acceptable to Licensor in its sole discretion. All orders for the

Licensed Software will be governed exclusively by the terms and conditions of this Agreement, including those terms incorporated herein by reference. Subject to Section 5(b) below, it is expressly understood and agreed that other standardized forms not expressly incorporated herein such as acknowledgements which may contain terms in addition to or at variance with the terms of this Agreement will not add or vary the terms of this Agreement. In the event of a conflict between the provisions of this Agreement and the terms and conditions of other written communications, the provisions of this Agreement shall prevail.

(b) Right to Change Terms. Licensor, in its sole discretion, has the right to add, delete, modify and otherwise make changes to the Licensed Software offered under this Agreement, to change the per Product Unit license fee described in Section 5(a) above, to change the definition of "Territory" and to make other changes to this Agreement (collectively, "Changes") effective immediately upon posting of such change on Licensor's Reseller website at <http://www.komodocreator.com/reseller/> or any successor website thereto. For avoidance of doubt, any such Changes shall be effective for all orders submitted by Reseller after the date of posting of such Changes at <http://www.komodocreator.com/reseller/>. Upon posting of any such Change, Reseller may, in its sole discretion, elect to terminate this Agreement by providing at least ten (10) days prior written notice to Licensor (provided that such notice is received by Licensor within thirty (30) days after such Change is posted), provided that Reseller has not placed an order after the posting of such Change and provided further that any such termination shall not affect any orders placed by Reseller prior to the effective date of such termination. Reseller's placement of any order after the posting of any Change or Reseller's failure to terminate this Agreement within thirty (30) days after such Change is posted shall constitute and be deemed Reseller's acceptance of such Change. RESELLER IS ADVISED TO REVIEW LICENSOR'S RESELLER WEBSITE AT <http://www.komodocreator.com/reseller/> AT LEAST EVERY THIRTY (30) DAYS AND PRIOR TO PLACING ANY ORDERS TO DETERMINE WHETHER ANY CHANGES HAVE BEEN POSTED.

(c) Tax. Reseller will provide a resale certificate or other certificate, document, or other evidence of exemption for payment or withholding of use or sales taxes, tariffs, duties or assessments as requested by Licensor in order to exempt the distribution or licensing of Product Units from any such liability. Reseller shall pay, and shall indemnify and hold Licensor harmless from and against, all taxes, duties and levies directly imposed by all foreign, federal, state, local or other taxing authorities (including, without limitation, export, sales, use, excise, and valued-added taxes) based on the transactions or payments under this Agreement, other than taxes imposed or based on Licensor's net income. In the event that Reseller fails to provide evidence of its exemption for payment of use or sales taxes, tariffs, duties or assessments for the purchase of the Product Units to Licensor's satisfaction, Licensor may require that Reseller pay the applicable sales tax for the purchase of the Product Units.

(d) Books and Records. During the Term of this Agreement, and for three (3) years after the termination of this Agreement, Reseller shall maintain at its principal office true and accurate books and records as sufficient to confirm Reseller's compliance with this Agreement. Reseller shall, during usual business hours, permit Licensor or its

agents, at Licensor's expense and upon ten (10) days prior written notice, to inspect and make copies of such books and records for the purpose of verifying Reseller's compliance with this Agreement. If such inspection reveals a material breach of this Agreement by Reseller, then Reseller shall pay for the cost of such inspection in addition to any other remedies available to Licensor for such breach.

6. WARRANTY; DISCLAIMER:

(a) Warranty to End Users. Any warranties regarding the Licensed Software are made to End Users only, pursuant to the terms and conditions of the End User License, and no warranty is extended to Reseller.

(b) No Warranty on Behalf of Licensor. Reseller shall not make any representation or warranty, express or implied, binding or purporting to bind Licensor in connection with the Product Units and/or the Licensed Software, including but not limited to any representations or warranties relating to the performance, condition, title, non-infringement, merchantability, fitness for a particular purpose, system integration, or data accuracy of any of the foregoing.

(c) DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES, IF ANY, MADE DIRECTLY TO END USERS PURSUANT TO THE END USER LICENSE, LICENSOR MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCTS, LICENSE OR SERVICE, INCLUDING WITHOUT LIMITATION, THE LICENSOR ITEMS AND THE LICENSOR TRADEMARKS, AND HEREBY DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT THE LICENSOR ITEMS SHALL MEET ANY END USER REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE. RESELLER IS NOT AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE LICENSED SOFTWARE OTHER THAN AS PROVIDED, IF AT ALL, IN THE END USER LICENSE. RESELLER SHALL MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF LICENSOR. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING UNDER, WITH RESPECT TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL MONIES PAID BY RESELLER TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY ARISES.

(d) DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, LICENSOR SHALL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL, CONTRACTUAL OR EQUITABLE THEORY FOR: (i) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (iii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

7. TERM AND TERMINATION:

(a) Term. This Agreement shall commence on the date that Reseller agrees to this Agreement ("Effective Date") and will remain in full force and effect for an initial term of one (1) year ("Term"), unless earlier terminated pursuant to the terms of this Agreement. The Term shall automatically renew for successive one (1) year renewal terms ("Renewal Term") unless either party notifies the other in writing of its intention not to renew the Term at least thirty (30) days prior to the expiration of the then-current Term or Renewal Term.

(b) Termination for Cause. Either party may terminate this Agreement, effective immediately upon written notice to the other party if: (i) the other party materially breaches any term of this Agreement and fails to cure such breach, which is a curable breach, within thirty (30) days after receipt of the non-breaching party's written notice of such breach; (ii) the other party materially breaches any term of this Agreement which is not capable of cure; (iii) the other party dissolves, becomes insolvent or makes a general assignment for the benefit of its creditors; (iv) a voluntary or involuntary petition or proceeding is commenced by or against the other party under federal, state or foreign bankruptcy laws; or (v) the other party becomes insolvent, is unable to pay its debts as they become due or ceases to conduct business in the normal course. Termination of this Agreement under this Section 7(b) will be without prejudice to any other remedy which may be available to a party under applicable law.

(c) Termination Without Cause. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

(d) Rights Upon Termination; Survival. Upon any termination or expiration of this Agreement: (i) Reseller shall cease to be an authorized reseller of Product Units and all rights and licenses granted to Reseller hereunder shall cease; (ii) Reseller shall immediately, except as specified in Section 7(e) below: (a) cease all use and distribution of the Product Units; (b) discontinue any use of the Licensor Trademarks; (c) cease to promote, solicit or procure orders for the Product Units; and (d) return the Confidential Information and all related materials and copies thereof to Licensor; (iii) the due date of all monies due Licensor shall automatically be accelerated so that such payments shall become due and payable on the effective date of termination, even if longer terms had been provided previously; and (iv) Sections 1, 2(c), 2(d), 2(e), 3(b), 3(c), 5(a), 5(c), 5(d), and 6 through 18 shall survive. In addition to the foregoing, Reseller agrees that it shall not, following termination of this Agreement, act in any way to damage the reputation or goodwill of Licensor or any Product Units. Except as otherwise expressly provided herein, upon any termination of this Agreement, Reseller shall not be entitled to, and to the fullest extent permitted by law waives, any statutorily prescribed or other compensation, reimbursement or damages for loss of goodwill, clientele, prospective profits, investments or anticipated sales, commitments or business opportunities of any kind.

8. RESELLER INDEMNIFICATION:

Reseller shall defend, indemnify and hold Licensor, its officers, directors, agents and employees harmless against any and all claims,

suits, proceedings, damages, judgments and expenses (including reasonable attorneys' fees) or settlement thereof in connection with or arising from any third party claim based upon: (a) Reseller's use or distribution of the Product Units not in strict accordance with this Agreement; (b) any warranties or representations made by Reseller or Reseller's agents which differ from those provided by Licensor; or (c) injuries or damage to persons or property caused or claimed to have been caused by the negligent acts, errors or omissions of Reseller or Reseller's agents while in the course of performing under this Agreement. Licensor may, at its option, join in the defense or settlement of any such claim with counsel of its choice, at its own expense.

9. CONFIDENTIALITY:

Reseller shall protect the Confidential Information from unauthorized dissemination and shall use the same degree of care that Reseller uses to protect its own like information, but in no event less than a reasonable degree of care. Reseller shall not disclose to third parties the Confidential Information without the prior written consent of Licensor. Reseller shall use the Confidential Information only for purposes of performing its obligations or exercising its rights under this Agreement. Notwithstanding the foregoing, Reseller may use or disclose the Confidential Information to the extent Reseller is legally compelled to do so, provided, however, prior to any such compelled disclosure, Reseller notifies Licensor and fully cooperates with Licensor in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Reseller agrees that any breach of this Section 9 would cause irreparable harm to Licensor for which monetary damages would not be adequate and, therefore, Reseller agrees that, in the event of a breach of this Section 9, Licensor shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

10. COMPLIANCE WITH LAWS:

Reseller will comply with all applicable international, national, regional, and local laws and regulations with regard to its marketing, sales, distribution and other activities under this Agreement, including any applicable import and export laws and regulations in the Territory, and the U.S. Foreign Corrupt Practices Act, which prevents unlawful payments to third parties. Reseller will obtain, at its own expense, all necessary permits, licenses, registrations, and approvals needed in connection with the importation, marketing, sale, and distribution of the Product Units into and within the Territory. Reseller agrees that it will not export or re-export the Product Units in any form in violation of the export or import laws of the United States or any foreign jurisdiction. Reseller will defend, indemnify, and hold harmless Licensor from and against any violation of such laws or regulations by Reseller or any of its agents, officers, directors, or employees.

11. GOVERNING LAW:

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Indiana without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Indiana to the rights and duties of the parties. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state courts in and for Kosciusko County, Indiana, U.S.A. (or, if there is federal jurisdiction, the United States District Court for the Northern District of Indiana), and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12. NOTICE:

Any notice required or permitted to be given under this Agreement if delivered (i) by hand and shall be effective on the date of delivery, (ii) by registered or certified mail, postage prepaid, return receipt requested and shall be effective three (3) business days after posting, (iii) by overnight courier with proof of delivery and shall be effective one (1) business day after dispatch, (iv) by email with confirming letter mailed under the conditions described in (ii) or (iii) above, and shall be effective on the date of transmission, or (v) by fax with confirming letter mailed under the conditions described in (ii) or (iii) above, and shall be effective on the date of transmission. All notices sent to Licensor must be given at the address, fax number and/or email of Licensor given in the first paragraph of this Agreement. All notices sent to Reseller must be given at the address, fax number and/or email of Reseller provided by Reseller at the time of entering into this Agreement, as updated from time to time by Reseller.

13. ASSIGNMENT:

This Agreement may not be assigned, in whole or in part, by Reseller without the prior written consent of Licensor. Licensor shall have the right to assign or otherwise transfer this Agreement or any of its rights or obligations hereunder. Any purported assignment, sale, transfer, delegation or other disposition by Reseller, except as permitted herein, shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

14. FORCE MAJEURE:

Any delay in the performance of any duties or obligations of either party (except the payment of money) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, war, act of terrorism, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

15. INDEPENDENT CONTRACTORS:

The relationship of Licensor and Reseller established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other.

16. PUBLICITY; PRESS RELEASES:

Reseller shall make commercially reasonable efforts to market, promote, and distribute the Product Units. Licensor shall be permitted to use the name of Reseller in publicity releases, advertising, or similar activities without the prior written consent of Reseller.

17. GOVERNMENT USE:

For Product Units delivered to an agency or instrumentality of the United States Government, Reseller shall identify the Product Units and any related information as "commercial computer software" and "commercial computer software documentation" and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, shall restrict the United States Government's rights to use, reproduce or disclose such Product Units in accordance with the terms and conditions of the End User License.

18. MISCELLANEOUS:

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior communications, understandings, and agreements, written or oral. This Agreement may be modified only by a written agreement signed by both parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision specified in this Agreement shall be invalid under any applicable law, the invalid provision, or portion thereof, shall be struck and the remainder, if any, shall be deemed enforceable to the extent permitted under applicable law, and the remaining provisions of this Agreement shall be given effect in accordance with their terms. Nothing in this Agreement is intended or will be construed to give any person (other than Licensor and Licensee) any legal or equitable right, remedy or claim under this Agreement or any provision hereof. The captions or headings of the Sections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

By Signing Below I am state that I have read and agree to the terms set forth in this reseller agreement.

Name

Date