

SALES CHANNEL PARTNER AGREEMENT

This Sales Partner Agreement ("Agreement") is made by and between

Cuscen USA Inc. ("Cuscen") a Delaware corporation (hereinafter referred to as "Cuscen"),

AND

Omni Africa. a South Africa corporation (hereinafter referred to as "Reseller", which expression shall unless repugnant to the context thereof shall include its successors, legal representatives, assigns, administrators, representative-in-interests and executors).

Each party individually referred as "Party" and jointly as "Parties." The effective date of this Agreement ("Effective Date") shall be the date on which the last Party signs this Agreement as set forth below.

Now, therefore, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the meaning assigned to them as set forth below.
 - a. "Approved Client" means an end user enterprise or other organization, which Cuscen approves pursuant to Section 2(b).
 - b. "Client Agreement" means the End User License Agreement for the Software entered into by and between Cuscen and Approved Client, which meets the requirements set forth in Section 2(e) below, and any addendum thereto.
 - c. "Documentation" means the Software manual(s) Cuscen delivers with the Software and other written or on-line materials it delivers concerning the proper use of the Software.
 - d. "Fees" means the fees charged by Cuscen pursuant to this Agreement, as calculated by deducting the Margin from the prices Reseller may charge its customers for Subscriptions, which are set forth in Exhibit B or, if not set forth therein, then in the applicable document that Cuscen generates to specify prices or as offered in the Order.
 - e. "Intellectual Property Rights" means any patents, utility models, rights in designs, copyrights, moral rights, topography rights, database rights, trademarks, service marks, trade secrets, contract rights, licensing rights and rights of confidence or other proprietary or intellectual property rights under the laws of any jurisdiction, whether now existing or hereafter arising.
 - f. "Order" means a purchase order mutually executed by Reseller and Cuscen for a Software Subscription for each Approved Client in the form substantially as set forth in Exhibit A, which may be revised from time to time by Cuscen upon prior notice to Reseller.
 - g. "Cuscen Materials" means all written materials, drawings, specifications, marketing plans, documentation, product roadmaps, and any other written information or software code provided by Cuscen to Reseller or an Approved Client relating to the Software, or Cuscen business plans.
 - h. "Software" means the binary-code version of Cuscen software and any updates thereto which are delivered to Reseller hereunder, including associated Documentation.
 - i. "Subscription" means each subscription for licensing the right to use the Software by an Approved Client pursuant to a Client Agreement.
 - j. "Update" means patches, maintenance releases, improvements, modifications, enhancements and new versions of the Software that Cuscen makes generally available to other licensees of the Software under Cuscen's maintenance and support obligations.
 - k. "Territory" means worldwide.

2. APPOINTMENT AND SALES PROCESS

- a. Appointment. Subject to the terms and conditions of this Agreement, Cuscen hereby appoints Reseller and its wholly owned affiliates, and Reseller hereby accepts appointment, as a nonexclusive reseller of Subscriptions to Approved Clients only in the Territory either directly or through such affiliates, subject to the following:
 - i. Reseller may not use the Software for its own internal use except pursuant to any separate, written license;
 - ii. Reseller may demonstrate the Software to Prospects and Approved Clients pursuant to the terms of this Agreement;
 - iii. Reseller may not resell the Software or Subscriptions or otherwise permit access to the Software to any agents, sub-distributors, or contractors of Reseller, or to any other third parties without prior written approval of Cuscen; and
 - iv. Reseller may not provide Software or Subscriptions to anyone other than an Approved Client as set forth in Section 2(b).
 - v. Reseller agrees not to do any of the following and agrees not to allow others, directly or indirectly, to do any of the following: (1) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Software or any component thereof, including without limitation, the source code and any other underlying ideas or algorithms of the Software (except to the extent applicable laws specifically prohibit such restriction); (2) if applicable, alter the license limits; (3) create license keys that enable the Software; (4) use the Software for any high risk activities; and (5) transfer, sublicense, loan, sell, lease or use for timesharing or service bureau purposes the Software or any component thereof unless explicitly permitted by Cuscen.
- b. Prospect/Approved Client.
 - i. Prior to Reseller soliciting orders for Subscriptions from a prospective customer (a "Prospect"), Reseller shall register the Prospect with Cuscen by email to the Program Manager or through Cuscen's Partner Portal.
 - ii. Cuscen shall have the right to reject or accept a Prospect in Cuscen's sole but reasonable discretion within five (5) business days from the date of registration, and its acceptance will make the Prospect an Approved Client. Any Approved Client shall, despite approval, not be deemed to be exclusive to Reseller. In the event Cuscen rejects a Prospect for any reason, such Prospect shall not become an Approved Client. In such case, (1) Reseller may not resell Subscriptions to such Prospect; and (2) Cuscen may not offer directly or indirectly Subscriptions to such Prospect for a period of six (6) months, unless the rejection of the Prospect is because Cuscen reasonably believes it is already working with such Prospect, because another reseller has already registered such Prospect, or because the Prospect was not within Reseller's Territory. Failure to accept or reject such Prospect within the fifteen (15) days shall be deemed a rejection of such Prospect.
 - iii. The parties shall discuss in good faith any potential channel conflict with respect to Prospects and Approved Clients.
- c. Pricing. Upon approval of the Prospect as an Approved Client, based on Approved Client's requirements as communicated to Cuscen by Reseller, Cuscen shall provide a quote, including the term of the Subscription, a price as set forth in Section 2(f), and, as applicable, number of internal and external users allowed to use the Software, and/or other usage limitation, for any proposed Order upon request by Reseller. The terms of the quote, if accepted by Reseller, shall govern the applicable Order from Reseller to Cuscen for the Approved Client. The quoted terms shall be valid for a period of ninety days (90) from the date of the applicable quote, thereafter it may be subject to change upon written notice to Reseller.

- d. Order Process; Software Activation. Each Order submitted by Reseller to Cuscen for sale of a Subscription to an Approved Client must be complete and reflect the quote as described in Section 2(c) and be subject to the contingency that the Approved Client enter into a Client Agreement. Reseller shall submit the Order to Cuscen via e-mail. Any terms and conditions of any purchase orders or acknowledgements that are inconsistent with or in addition to the terms and conditions of this Agreement and an executed Order will not apply. Upon Cuscen's receipt and acceptance of the Order for a Subscription from Reseller, Cuscen shall provide and activate the Software for the Approved Client.
- e. Client Agreement. Each Client Agreement with an Approved Client shall designate Reseller as the entity responsible for invoicing, collecting, and enforcing the payment obligations of Approved Client.
- f. Resale Price. Reseller will sell Subscriptions to Approved Clients only at the resale prices set forth on the price list set forth in Exhibit B (the "Price List"). Cuscen has the right to revise the Price List upon seven days written notice to Reseller. The prices on the Price List do not include any Taxes as set forth in Section 6(c).
- g. Software Subscriptions. Fees payable by Reseller to Cuscen for any renewal term for each Approved Client shall be the same as Fees as the prior term, plus any cost increases related to price increases from Cuscen's third party content providers as set forth in the applicable quote.
- h. Proprietary Rights Notices. Reseller shall include Cuscen's copyright notice(s), proprietary rights legends, and other indicia of ownership on all copies of Documentation.
- i. No Other Rights. Reseller's rights with respect to the Software are limited to those expressly granted in this Agreement. Cuscen reserves all rights and licenses in and to the Software not expressly granted to Reseller under this Agreement.
- j. Restrictions. Unless otherwise expressly set forth in an Order, the Software may be provided by Reseller solely for the benefit of Approved Client designated on the Order, and not, by implication or otherwise, to any parent, subsidiary, or affiliate of such Approved Client.
- k. Subscription Suspension. In the event that Reseller is delinquent in the payment of any undisputed amounts due to Cuscen for a particular Software Subscription, Cuscen may suspend access to the Software for the applicable Approved Client upon fifteen (15) business days advance written notice to Reseller, unless such payment is made within such fifteen (15) business day notice period. Reseller acknowledges and agrees that such notice of non-payment may be sent by email. Reseller will continue to be charged the applicable Fees during any such period of suspension.
- l. Termination of Subscription by Cuscen for an Approved Client. Notwithstanding any other provision of this Agreement, in the event an Approved Client breaches its obligations under a Client Agreement, Cuscen, in its sole discretion, may terminate the Subscription to such Approved Client upon reasonable written notice.

3. INTELLECTUAL PROPERTY RIGHTS

- a. Cuscen Rights. Reseller acknowledges and agrees that Cuscen and its licensors own and will continue to own at all times all right, title, and interest in and to the Software and the Cuscen Materials; and all Intellectual Property Rights related to the foregoing (collectively, the "Cuscen Rights"). Except for those rights that are expressly granted by Cuscen to Reseller herein, Reseller will not grant, nor claim for itself or other affiliated entities, independent contractors or employees, either expressly or implicitly, any other right, title, interest, or license in or to the Cuscen Rights.
- b. Feedback. Except as may be otherwise set forth in a written agreement between the parties, if Reseller provides to Cuscen any suggestions or improvements pointed out by Reseller as feedback, and relating to Cuscen products or services ("Feedback"), Reseller hereby grants Cuscen a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable license, with the right to sublicense, under all of Reseller's Intellectual

Property Rights related to such Feedback, to use such Feedback, and to make, offer for sale, sell, lease, import, use, reproduce, modify, create derivative works, combine, market and distribute the Cuscen products and services that include such Feedback.

4. RESELLER MARKETING RIGHTS AND OBLIGATIONS

- a. Reseller Status. Reseller will use commercially reasonable efforts to market the Software for Cuscen in the Territory. Both Parties will respond promptly to all inquiries and requests in the Territory they receive for information relating to the Software.
- b. Reseller Resources and Facilities. Reseller represents that it has adequate facilities and personnel to perform its obligations under this Agreement, at its own expense.
- c. Approved Client Enforcement. Reseller agrees to reasonably cooperate and assist Cuscen, at Cuscen's expense, in bringing legal action against any Approved Client for unauthorized use, copying, or distribution of the Cuscen Materials or the Software. Reseller will perform any other actions reasonably necessary to assure adequate protection of Cuscen's interests in its intellectual property rights contained in the Software and/or Cuscen Materials at Cuscen's expense.
- d. Program Manager. Each party may designate a specific Program Manager in email notice to the other party.
- e. General Responsibilities. Reseller agrees (1) to conduct its business in a manner that reflects favorably at all times on Cuscen and its good name, goodwill, and reputation; (2) not to engage in any deceptive, misleading or unethical practices; (3) not to engage in any practice that might be detrimental to Cuscen, including, but not limited to, disparagement of Cuscen or its products; (4) not to make false or misleading representations regarding Cuscen or its products and services; (5) not to publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material (although Reseller is not responsible for any misleading or deceptive material within the marketing literature or other materials provided to Reseller by Cuscen); and (6) not to make any representations, warranties or guarantees to Prospects, or Approved Clients, or the trade generally with respect to Cuscen, its products or service, which are inconsistent with those contained in the marketing literature provided by Cuscen. This provision shall survive the termination or expiration of this Agreement for a period of one (1) year.

5. SUPPORT

- a. Reseller alone assumes all responsibilities for first level software support to the Approved Clients for which it has sold Subscriptions.

6. FEES AND PAYMENT TERMS

- a. Fees and Payment Terms. In consideration for the rights granted and services provided hereunder, for each Order accepted by Cuscen, Reseller will pay Cuscen the non-refundable Fees, calculated by subtracting the applicable Margin set forth in Exhibit B from the price Reseller charged for the applicable Subscription. All fees are due and payable net sixty (60) days from the date of the invoice Cuscen delivers to Reseller and are non-refundable except as otherwise set forth herein. Reseller agrees that it shall not be relieved of its payment obligations under this Agreement on account of non-payment of fees by Approved Client. Reseller shall pay all amounts due under this Agreement via either (1) a check made payable to Cuscen and delivered to the payment address indicated on the invoice or (2) wire transfer per the instructions stated on the invoice. Unless otherwise specified in the applicable Order, Reseller will pay all amounts due under this Agreement in U.S. currency. All past due amounts will incur interest at a rate equal to the lower of 1.0% per month or the highest rate permitted by law, beginning as of ten (10) days after the applicable due date. In the event that Reseller is more than thirty

(30) days past due on payment for a particular Approved Client, then Cuscen may contact the Approved Client directly for payment status. Reseller shall pay all of Cuscen's costs and expenses (including reasonable attorney's fees) if legal action and/or outside collection services are required to collect overdue balances.

- b. Travel and Incidental Expenses. Reseller will reimburse Cuscen for any out-of-pocket expenses incurred by Cuscen in connection with performing any services at any Approved Client site.
- c. Taxes. No Fees or prices set forth herein includes any sales taxes, Value Added Taxes, or any other analogous taxes which may be due in the Territory ("Taxes"), and, to the extent they are applicable, Reseller shall absorb and/or pass them on to Approved Client as Reseller determines in its own reasonable discretion. Cuscen shall have no liability for Taxes and Reseller shall indemnify Cuscen in the event Cuscen is charged for such Taxes at some future point. This provision does not apply to any taxes for which Reseller is exempt, provided Reseller has furnished Cuscen with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. TRADEMARK LICENSE; CO-BRANDING

- a. Trademark License. During the term of this Agreement, Reseller will have the nonexclusive, royalty-free right to use in the Territory Cuscen's then-current names, marks, logos, marketing messages and other identifiers for the Software ("Trademarks") for the purposes expressly authorized in this Agreement and subject to the terms and conditions of this Agreement. Reseller will comply with Cuscen's guidelines for use of the Trademarks. Further, Reseller agrees only to use the Trademarks in the form and manner, and in accordance with the quality standards that Cuscen specifically prescribes, and at Cuscen's request, submit samples of all Software advertising to Cuscen for approval. Nothing herein shall grant Reseller any right, title, or interest in the Trademarks. At no time during or after the term of this Agreement will Reseller challenge or assist others in challenging the Trademarks or the registration thereof or attempt to register or cause to be registered the Trademarks or any trademarks, marks, or trade names confusingly similar to those of Cuscen. Reseller understands and agrees that all use and goodwill associated with the Trademarks will inure to the benefit of Cuscen. Upon termination or expiration of this Agreement, Reseller will cease to use the Trademarks. Cuscen shall have the right to immediately suspend Reseller's use of the Trademarks if such usage is improper or inconsistent with the terms of this Agreement. Reseller shall promptly notify Cuscen of any third party use of the same or confusingly similar trademarks, marks or trade names which may infringe upon Cuscen's proprietary rights of which Reseller becomes aware; and shall reasonably cooperate with Cuscen in prosecution of any such infringement(s) at Cuscen's expense.

8. WARRANTY AND DISCLAIMER

- a. Limited Warranty. Cuscen warrants to Reseller alone that the Software as made available will perform substantially in conformance with the applicable published Documentation. Cuscen does not warrant that the Software will operate in any combination except as specified in the Documentation. Notwithstanding any other provision of this Agreement, Cuscen and Reseller acknowledge that the use by its Approved Clients of the Cuscen will not be uninterrupted or error-free. As Reseller's sole and exclusive remedy and Cuscen's entire liability for any breach of the foregoing warranty, Cuscen will, at its sole option and expense, promptly repair or replace the Software which fails to meet this limited warranty or, if Cuscen is unable to repair or replace the Software, refund to Reseller any pre-paid, unused Fees for the applicable Approved Client and cease access by such Approved Client to the Software. In the event of a refund in accordance with the foregoing, Reseller shall in turn provide Approved Client with the applicable equivalent refund.

- b. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, CUSCEN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT TO THE EXTENT ALLOWED BY APPLICABLE LAW.

9. INDEMNIFICATION

- a. Indemnity. Cuscen will defend any action brought by a third party against Reseller to the extent that it is based upon a claim (i) that the Software, as provided by Cuscen to Reseller under this Agreement and used within the scope of this Agreement, infringes any copyright, patent, Trademark or misappropriates any trade secret in the Territory and (ii) arising from services performed by Cuscen on Approved Client's computer systems or networks. Cuscen will pay any costs, damages attributable to such claim that are awarded against Reseller or agreed upon by Cuscen in settlement, provided that Reseller: (1) promptly notifies Cuscen in writing of the claim; (2) grants Cuscen sole control of the defense and settlement of the claim; and (3) provides Cuscen with all assistance, information, and authority required for the defense and settlement of the claim. Cuscen will not reimburse Reseller for any expenses incurred without the prior written approval of Cuscen. Reseller may engage counsel of its choice at its own expense.
- b. Injunctions. If Reseller's use of any of the Software hereunder is, or in Cuscen's opinion is likely to be, enjoined due to the type of infringement specified in Section 9(a) above, Cuscen may, at its sole option and expense: (1) procure for Reseller the right to continue using such Software under the terms of this Agreement; (2) replace or modify such Software so that it is non-infringing and substantially equivalent in function to the enjoined Software; or (3) if options (1) and (2) above cannot be accomplished despite Cuscen's reasonable efforts, then Cuscen may terminate Reseller's rights and Cuscen's obligations hereunder with respect to such Software and refund to Reseller the unused subscription fees paid by Reseller to Cuscen in advance for the infringing Software for which Reseller is obligated to refund, and actually refunds to its Approved Clients, the unused subscription fees paid by such Approved Clients to Reseller for such Software.
- c. Exceptions. Notwithstanding the terms of this Section 9, Cuscen will have no liability for any infringement claim of any kind to the extent it results from: (1) modification of the Software made other than by Cuscen; (2) the combination, operation or use of any Software supplied hereunder with equipment, devices or software not supplied by Cuscen to the extent such a claim would have been avoided if the Software were not used in such combination; (3) failure of Reseller to use updated or modified Software provided by Cuscen to avoid infringement; (4) use of the Software in a manner not authorized by Cuscen except as set forth in its published specifications or manuals or specifically agreed to in writing; (5) compliance by Cuscen with designs, plans or specifications furnished by or on behalf of Reseller; or (6) a claim giving rise to Reseller's indemnity obligations under Section 9(d) below.
- d. Reseller Indemnity. Reseller, will defend, indemnify, and hold Cuscen harmless against any claims, damages settlements and expenses (including attorneys' fees) arising out of any misrepresentation by Reseller relating to this Agreement. Reseller will provide the foregoing indemnity provided that Cuscen (1) promptly notifies Reseller in writing of the claim; (2) grants Reseller sole control of the defense and settlement of the claim; and (3) provides Reseller with all assistance, information, and authority required for the defense and settlement of the claim. Reseller will not reimburse Cuscen for any expenses incurred without the prior written approval of Reseller. Reseller may engage counsel of its choice at its own expense.
- e. Sole Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 9 SET FORTH CUSCEN'S SOLE AND EXCLUSIVE OBLIGATIONS, AND RESELLER'S SOLE AND

EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. LIMITATION OF LIABILITY

- a. LIABILITY LIMITATION. IN NO EVENT BESIDES THIRD PARTY CLAIMS RELATED TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY SHALL CUSCEN BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY LOST PROFITS, REVENUE, OR DATA, INTERRUPTION OF BUSINESS OR FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS RELATED TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY, CUSCEN SHALL NOT BE LIABLE TO RESELLER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, INFRINGEMENT OR OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, FOR ANY AMOUNT EXCEEDING THE GREATER OF TEN THOUSAND DOLLARS OR FEES PAID FOR THE ORDER INVOLVED.

11. CONFIDENTIALITY.

- a. "Confidential Information" means all information disclosed by one party ("disclosing party") to the other party ("receiving party"), before or after the Effective Date, and generally not publicly known. Confidential Information includes, without limitation, the administration tools, any and all product documentation, customer information, whitepapers, product guides, data sheets and training materials that are considered confidential or proprietary by a reasonable person. The Agreement is Confidential Information. Confidential Information does not include information which the receiving party can document: (1) was in the possession of or known by it without an obligation of confidentiality prior to receipt from the disclosing party, (2) is or becomes general public knowledge through no fault or acts of the receiving party; (3) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality; or (4) is independently developed by the receiving party without use of any Confidential Information. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under the Agreement and will protect the Confidential Information by using the same degree of care as it uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination, but no less than a reasonable degree of care. The receiving party will restrict access to Confidential Information to only its employees or consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of the receiving party's obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein, provided that in the case of Reseller, Reseller may not permit a consultant which is a competitor of Cuscen to access Confidential Information of Cuscen without the express written approval of Cuscen. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, the receiving party will give the disclosing party immediate notice thereof and will use its commercially reasonable efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto.
- b. Notwithstanding anything to the contrary in Section 12(f), the confidentiality obligations set forth in this Section 11(a) shall survive the termination or expiration of this Agreement for a period of three (3) years.

12. TERM AND TERMINATION

- a. Term. This Agreement will begin on the Effective Date and will remain in effect for a period of twelve (12) months ("Initial Term") unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term") unless either party notifies the other party in writing, at least thirty (30) days before the end of the then current term, of its election not to renew. During any Renewal Term, either party shall have the right to terminate this Agreement for any reason or no reason on ninety (90) days written notice.
- b. Termination for Breach. Each party will have the right to terminate this Agreement or a particular Subscription in such party's discretion if the other party breaches any material term of this Agreement, including but not limited to nonpayment, and fails to cure such breach within thirty (30) days after written notice thereof. In the case of nonpayment, notice may consist of an email to Reseller.
- c. Bankruptcy. This Agreement will terminate automatically if either party: (1) becomes the subject of any voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (2) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; (3) becomes insolvent (i.e. becomes unable to pay its debts in the ordinary course of business as they become due); (4) makes an assignment for the benefit of creditors; or (5) ceases to conduct business in the ordinary course.
- d. Effect of Termination. Upon the termination or expiration of this Agreement for any reason: (1) all rights given to each party hereunder shall terminate, no residual rights shall remain; (2) except, if applicable, for a Winding Down Period as set forth below, any Order shall terminate and such Approved Client shall have no further right to Software; (3) both Parties shall pay all amounts accrued and/or due and outstanding as of the date of termination or expiration; and (4) Reseller shall return to Cuscen all Cuscen Materials, Documentation and other materials in its possession and control or parts thereof and all Cuscen Confidential Information, or at Cuscen's request, destroy such Cuscen Materials and materials and provide Cuscen with an officer's written certification of compliance with the foregoing, and Reseller shall not thereafter make any use whatsoever of such material or confidential information. Notwithstanding the foregoing, in the event of a termination for any other reason pursuant to Sections 12(b) or 12(c), Cuscen shall continue to provide the Software to Reseller and Reseller's Approved Clients existing as of the date of termination until the later of thirty (30) days after termination or until expiration of the applicable Order ("Winding Down Period") or fulfill any Orders accepted prior to termination or expiration of the Agreement, but only for the duration of the Winding Down Period. Upon Cuscen's request, during the Winding Down Period, Reseller shall reasonably cooperate with Cuscen in transferring Approved Clients to direct contracts with Cuscen.
- e. Nonexclusive Remedy. Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.
- f. Survival. The rights and obligations of the parties contained in Sections 3, 4(e), 6, 9, 10, and 11 will survive the termination or expiration of this Agreement for a period of one year (1), unless a longer survivability period is expressly set forth in other provisions of this Agreement.
- g. Injunctive Relief. Each party acknowledges that its breach of Sections 4(e), 7, and 9 would cause irreparable harm to the other party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which such other party may be legally entitled, such other party shall have the right to obtain immediate injunctive relief in the event of a breach of such sections.

- h. Cooperation. Upon termination, the Parties will work cooperatively and in good faith to resolve remaining business between them and business involving Prospects and Approved Clients.
- i. No Termination Liability. Each party understands that the rights of termination hereunder are absolute. Neither party shall incur any liability or compensation obligation whatsoever for any damage (including, without limitation, damage to or loss of goodwill or investment), loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.

13. MISCELLANEOUS

- a. Assignment. Neither party may directly or indirectly transfer or assign or otherwise dispose of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Cuscen may assign this Agreement in connection with a merger or sale of all or substantially all of its assets. Reseller may assign this Agreement to any affiliated, subsidiaries or holding entity, upon prior written approval from Cuscen, which may be withheld in Cuscen's sole discretion.
- b. Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties duly authorized representatives. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- c. Governing Law; Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without reference to its conflicts of law provisions. The parties consent to the jurisdiction of any federal and state court in the State of New York.
- d. Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing.
- e. Independent Contractors. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- f. Government Clients. If Reseller is aware that an Approved Client is the United States Government, or any contractor or licensee thereof, in addition to obtaining an Order as required herein, prior to providing access to the Software, Reseller shall notify Cuscen accordingly.
- g. Publicity and Use of Name. Cuscen may identify Reseller as a reseller of Cuscen in press releases and marketing materials, and in demonstrations and presentations. Identifying Reseller as a reseller may include using Reseller's name, referring to the existence of this Agreement, and/or using an exact copy of Reseller's corporate logo to identify Reseller on Cuscen's web site subject to Reseller's trademark guidelines and prior approvals before posting on the website and any publicity (including press releases and marketing materials, and in demonstrations and presentations). At Reseller's request, its logo will be associated with a link to Reseller's web site. Furthermore, Reseller may identify Cuscen as aforementioned.
- h. Compliance with Laws. Both Parties agree to comply with all applicable laws and regulations in the performance of this Agreement. Both Parties agree to act and perform with commercially reasonable efforts in the best interest of the other Party and at no time do, cause, or permit to be done, published or said, any information, act or thing which is or may be detrimental to the best interests or business reputation of the other Party. This provision shall survive the expiration of this Agreement for a period of one (1) year.

- i. No Conflicts. Reseller represents and warrants that neither this Agreement (or any provision hereof) nor the performance of or exercise of rights by Reseller under this Agreement, is restricted by, contrary to, or in conflict with any other agreement to which Reseller may be a party.
- j. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
- k. Force Majeure. Except for the payment obligation of the parties hereunder, neither party shall be liable to the other party for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.
- l. Entire Agreement. This Agreement, including all referenced documents, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein.
- m. Basis of Bargain. Each party recognizes and agrees that the warranty, disclaimers, liability, and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

*EXHIBIT A
ORDER TEMPLATE*

Cuscen Reseller Order Form

Order Effective Date:

Reseller

Address:

Principal Contact:

Tel: Email:

Billing Address: (if different than above)

Cuscen

Address:

Cuscen Program Manager:

Notice contact:

Tel:

Email for notices:

Billing Contact:

Billing Tel:

Billing Email:

Approved Client:

Approved Client Address:

Approved Client Contact:

Name:

Email:

Ph:

Subscription Term:

Designated Business Unit(s):

Cuscen Software:

Subscription Fees Paid by Approved Client:

Additional Terms and Conditions

This Order is governed by the terms and conditions of the Reseller Agreement executed between Cuscen and Reseller on the date listed above ("Reseller Agreement"). In the event of a conflict between any provision of the Reseller Agreement and any provision of this Order, the provisions of this Order shall prevail as it relates to the specific Software listed on the Order. Capitalized terms shall have the same meanings as ascribed to them in the Reseller Agreement.

Upon execution by both parties, this Order shall be non-cancelable and non-refundable.

Any terms not set forth in this Agreement and to which Cuscen has not agreed specifically in writing are excluded and shall not be binding on Cuscen.

Reseller shall not assign any part of this Agreement in a different way than the manner agreed by parties in the Reseller Agreement or transfer any license without the prior written consent of Cuscen.

The UN Convention for the International Sale of Goods shall not apply to this Agreement in whole or in part.

Any Reseller terms of trade stated or referenced in the Reseller purchase order, or any terms to which Cuscen has not specifically agreed in writing (except for names, quantities and addresses), shall not be binding on Cuscen.

EXHIBIT B
CHANNEL PARTNER SALES MARGIN EFFECTIVE AS OF April 26^h, 2024

| Software Products | Margin that Reseller May Earn on Annual Software Subscription Sales |
|---|---|
| 1.Cuscen ERP Enterprise Business Edition 2.Cuscen ERP Small Business Edition 3.NexDMS For Food&Beverage 4.DMS for Automotive 5.Humica | 30% |

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Cuscen

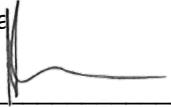
By: 

Name: Kosol Sieng

Title: Director

Date: 29 April 2024

Omni Africa

By: 

Name: Munya Mazhande

Title: CEO

Date: 29 April 2024