

NeuShield Distribution Agreement v1.5 (RID-023)

This Distributor Reseller is made on 09/22/2022 (the "Effective Date") between **NeuShield Inc.**, a Delaware corporation with its principal place of business at 200 Brown Road Suite 306, Fremont, CA 94539, USA ("**NeuShield**") and the company designated below ("**Distributor**").

Techno Innovations Pvt Ltd, a corporation with its principal place of business at **no 9 albert street, Anakapalle, Andhra Pradesh, India - 560078**. (The capitalized terms used in this agreement, in addition to those above, are defined in section "Definitions".)

1. Authorization

1.1. Authorization and Appointment

NeuShield hereby authorizes and appoints the **Distributor**, and the **Distributor** accepts the authorization and appointment, as **NeuShield's** non-exclusive Distributor, to market, sell, or incorporate for resale

the **NeuShield** Products listed in the Attachment NDS Partner Pricing attached to this agreement within the Territory, to downstream IT Providers (**Providers**).

1.2. Revision of Authorization

NeuShield may revise the list of Products by giving the **Distributor** written notice, and cooperating with the **Distributor** to draft, execute, and attach to this agreement an amended list of Products reflecting the revisions.

1.3. Mutual Representations

1.3.1. Existence

The parties are corporations incorporated and existing under the Laws of the jurisdictions of their respective incorporation.

1.3.2. Authority and Capacity

The parties have the authority and capacity to enter into this agreement.

1.3.3. Execution and Delivery

The parties have duly executed and delivered this agreement.

1.3.4. Enforceability

This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

1.3.5. No Conflicts

Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

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NeuShield : _____

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Distributor : _____

1.3.6.1.3.6 No Breach

Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under its articles, bylaws, or any unanimous shareholders agreement, any Law to which it is subject, any judgment, Order, or decree of any Governmental Authority to which it is subject, or any agreement to which it is a party or by which it is bound.

1.3.7. Permits, Consents, and Other Authorizations

Each party holds all Permits and other authorizations necessary to own, lease, and operate its properties, and conduct its business as it is now carried on.

1.3.8. No Disputes or Proceedings

There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.

1.3.9. No Bankruptcy

Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

1.4. NeuShield's Representations

1.4.1. Ownership

NeuShield is the sole owner of the Products, free of any claims by a third party or any Encumbrance.

1.4.2. Legal Right

NeuShield has the exclusive right to transfer the Products.

1.4.3. No Infringement

NeuShield's sale of the Products does not infringe on or constitute a misappropriation of the Intellectual Property or other rights of any third party.

1.4.4. End Customer

NeuShield may notify the **Distributor** when their Partner customer's license has expired or is about to expire. **Should NeuShield permit the Distributor's license to expire or that license is revoked for any reason, all customers of the Distributor remain it's customers and NeuShield will continue to pay Techno Innovations Pvt Ltd. it's normal commissions until that customer no longer wants to or continues to purchase NeuShield products.**

1.5. Orders

1.5.1. Purchase Orders

Distributor shall submit all orders for Products to **NeuShield** via email or on-line electronic order as specified by **NeuShield**, (each a "Purchase Order") and include in each Purchase Order:

- each Product it is ordering, identified by model or part number,
- the amount of each Product it is ordering,
- the unit price of each Product it is ordering,
- the delivery start date, allowing reasonable time for **NeuShield** to receive, review, process the Purchase Order.

1.5.2. Accepting, Modifying, and Rejecting Purchase Orders

1.5.2.1. By Notice

Within seven (7) Business Days of receiving a Purchase Order from the **Distributor**, **NeuShield** shall accept, reject, or propose a modification to the Purchase Order by sending the **Distributor** written notice of its acceptance, rejection, or proposed modification.

1.5.2.2. Deemed Acceptance

If **NeuShield** fails to notify the **Distributor** of its acceptance, rejection, or proposed modification, the **Distributor** may deem that **NeuShield** accepted the Purchase Order.

1.5.2.3. Modification of Purchase Order

NeuShield may propose a modification to a Purchase Order by including in its notice to the **Distributor** a modified Purchase Order for the **Distributor** to accept or reject according to the acceptance and rejection procedures under paragraphs "By Notice" and "Deemed Acceptance".

1.5.3. Canceling Purchase Orders

The **Distributor** may, at no expense to itself, cancel part or all of a Purchase Order at any time before the Delivery Date.

2. Product Delivery

2.1. Product Fulfillment

NeuShield shall fulfill all of the **Distributor's** Purchase Orders that **NeuShield** accepts.

2.2. Product Materials

2.2.1. Marketing and Informational Materials

NeuShield shall provide the **Distributor** with the marketing, promotional, and other information in English about the Products that **NeuShield typically provides to other Distributors of its Products. NeuShield agrees to participate in on-line webinars that may be requested by Distributor and participate in generating any on-line training materials that may be required.**

3. Term of Agreement

3.1. Initial Term

The initial term of this agreement will begin on the Effective Date and continue for **twelve (12) months**, unless terminated earlier (the "Initial Term").

3.2. Automatic Renewal



NeuShield : _____



Distributor : _____

Subject to paragraph "Election Not to Renew" below, at the end of each Term this agreement will automatically renew for a renewal term of Twelve (12) months, unless terminated earlier ("Renewal Term").

3.3. Election Not to Renew

Either party may elect not to renew this agreement, by providing notice to the other party at least Thirty (30) Business Days before the end of the Term.

3.4. Term Definition

"Term" means either the Initial Term or the then-current Renewal Term.

4. Price

4.1. Distributor Price

The **Distributor** shall pay **NeuShield's** list price for each Product, as listed in the **Attachment NDS Partner Pricing**, attached to this agreement, less the **Distributor's Discount**.

4.2. Discount

The **Distributor's** "Discount" is Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum, which will be applied to **Attached Appendix "A"** list price of each unit of each Product at the time the **Distributor places its order**.

4.3. Resale Prices

The **Distributor** may determine its own retail prices, taking into account suggested retail prices provided by the **Attached Appendix "A"**.

4.4. Changes to Prices

4.4.1. Notice of Upcoming Changes

If **NeuShield** changes its list prices, **NeuShield** shall give the **Distributor** thirty (30) calendar days' notice before implementing those changes.

4.4.2. No Effect on Outstanding Purchase Orders

Changes to **NeuShield's** list prices will not affect any **Purchase Orders** already submitted or existing licenses that are in effect.

4.4.3. Changes to Distributor's Discount

Neither party may change the Discount without the other party's written consent.

5. Invoicing

5.1. Invoice Delivery

NeuShield shall invoice the **Distributor** for each delivery of Products within seven (7) Business Days' after the **Distributor** accepts the delivery.

5.2. Invoice Procedure and Requirements

NeuShield shall make each invoice to the **Distributor** in writing (submitted via email), including:

- an invoice date and number,
- the total amount due, and
- the calculation of the total amount, and
- send each invoice to the recipient the **Distributor** specifies directly below:

Name: _____

Title: _____

Email Address: _____

Mailing Address: _____

6. Payment

The **Distributor** shall pay each invoice within thirty (30) calendar days after receiving each invoice.

7. Taxes

Payment amounts under this agreement do not include Taxes, and the **Distributor** shall pay all Taxes applicable to payments between the parties under this agreement.

8. Warranties

8.1. "As-Is"

Unless otherwise listed in this agreement, Products are provided "as is," with all faults, defects, bugs, and errors.

8.2. No Warranty

Unless otherwise listed in this agreement, NeuShield does not make any warranty regarding the Products.

9. Intellectual Property Except for rights expressly granted under this agreement, nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

10. Confidentiality Obligations

The parties shall continue to be bound by the terms of the non-disclosure agreement between the parties, attached to this agreement (Attachment **NeuShield Mutual NDA**).

11. Distributor Responsibilities

11.1. Marketing. The **Distributor** shall use reasonable efforts to market, advertise, and otherwise promote and sell the Products globally.

11.2. Employee Training

The **Distributor** shall ensure that any of its employees who are responsible for the marketing, sales, and technical support services for the Products have proper skill, training, and background to enable them to provide these services in a competent and professional manner, including ensuring relevant employees complete any training programs **NeuShield requires**.

11.3. Cooperation

The Distributor shall work closely with NeuShield and use reasonable efforts to meet the mutually agreed-upon sales goals.

11.4. Markings and Notices

The **Distributor** will not remove or alter any trademarks, Product identification, notices of any proprietary or copyright restrictions, or other markings or notices that appear on the Products or their packaging.

11.5. No Reverse Engineering

The **Distributor** will not create or attempt to, or aid or permits others to, create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of any Product, unless expressly permitted by Law, copy, modify, translate, or create derivative works of software included in any Product, unless **NeuShield** consents in writing, or separate the Product into component parts for distribution or transfer to a third party.

12. License Grants

12.1. Software License Grant

NeuShield hereby grants the **Distributor** a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use and distribute any software incorporated in Products solely for use by customers in and in connection with their use of Products.

12.2. Documentation License Grant

NeuShield hereby grants to the **Distributor** a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to reproduce or transmit documentation **NeuShield** provides the **Distributor** for marketing, selling, and distributing the Products (provided such documentation is not modified), reproduce and transmit any user manuals and other documentation **NeuShield** creates for customers in connection with the Products.

12.3. NeuShield's Trademark License Grant

NeuShield hereby grants to the **Distributor** a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use **NeuShield's** name, trademarks, logos, and other identifying information on marketing literature, advertising, promotions, customer information, and programs the **Distributor** creates in connection with the Products, subject to **NeuShield's** written approval in each instance.

12.4. Trademark Use

The Distributor shall comply with all of NeuShield's policies regarding the use and display of NeuShield's name, trademarks, logos, and other identifying information that NeuShield provides to the Distributor in writing.

13. Compliance with Laws

Each party shall comply with all applicable Law and notify the other party if it becomes aware of any non-compliance in connection with this section. The Distributor agrees to comply with the export laws and regulations of the United States and any other country with jurisdiction over the Intellectual Property Rights, the Licensed Products, or the Development Tools. Each party agrees to do all things necessary to comply with applicable governmental and municipal regulations, laws, and requirements as they pertain to NeuShield and its LICENSEES shall comply with all United States laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce.

14. Export Control Laws

Each party shall obtain all Permits necessary to and otherwise comply with all Laws on export control applicable to this agreement and all transactions contemplated under this agreement.

15. Publicity

15.1. Consent

Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.

15.2. Cooperation

The parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.

15.3. No Unreasonable Delay

The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

16. Inspection and Audit of Books and Records

16.1. Retain Books and Records

During the Term and for a period of two (2) years after the termination or expiration of this agreement, the Distributor shall keep its Books and Records (including personnel files) that relate to this agreement and maintain them in a manner reasonably consistent with prior practices.

16.2. Inspection and Audit

During the Term and for a period of two (2) years after the termination or expiration of this agreement, on reasonable notice from NeuShield, the Distributor shall provide NeuShield and NeuShield's agents and representatives the information required about the Distributor's Books and Records that relate to this agreement to attend inspections and Audits (and allow NeuShield to make photocopies, at NeuShield's expense), during normal business hours.

16.3. Corrections

If NeuShield's audit reveals errors or discrepancies in the Distributor's Books and Records, the Distributor shall promptly correct the error or discrepancy, including refunding any over-payments or making up any under-payments.

17. Termination

17.1. Termination on Notice

Either party may terminate this agreement for any reason on Thirty (30) Business Days' notice to the other party.

17.2. Termination for Material Breach

Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of Thirty Business Days after the injured party delivers notice to the breaching party reasonably detailing the breach.

17.3. Termination for Insolvency

If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

18. Effect of Termination

18.1. Termination of Obligations

On termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately with the sole exception of NeuShield's responsibility pursuant to Clause 1.4.4 of this Agreement.

18.2. Payment Obligations

Even after termination or expiration of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

18.3. No Further Liability

On termination or expiration of this agreement, neither party will be liable to the other party, except for liability that arose before the termination or expiration of this agreement, or arising after the termination or expiration of this agreement and in connection with sections "Confidentiality Obligations", "Taxes", or "Termination".

19. Indemnification

19.1. Indemnification

The Distributor (as an indemnifying party) shall indemnify NeuShield (as an indemnified party) against all losses and expenses arising out of any proceeding brought by either a third party or NeuShield and arising out of the Distributor's breach of its obligations, representations, warranties, or covenants under this agreement.

THERE ARE NO WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR COVENANTS BY THE DISTRIBUTOR REGARDING NEUSHIELD'S PRODUCTS OR OBLIGATIONS. NEUSHIELD HAS BOTH THE OPPORTUNITY AND THE RESPONSIBILITY UNDER THIS AGREEMENT TO VERIFY WHETHER OR NOT IT AGREES TO THE SALE OF IT'S PRODUCTS. See Clause 2.2.1 of this Agreement.

NeuShield (as an indemnifying party) shall indemnify Distributor (as an indemnified party) against all losses and expenses arising out of any proceeding brought by either a third party or Distributor and arising out of the NeuShield's breach of its obligations, representations, warranties, or covenants under this agreement.

19.2. Exclusions

Neither party will be required to indemnify the other against losses to the extent the other party acted unlawfully, negligently, or intentionally to cause those losses.

19.3. Notice and Failure to Notify

19.3.1. Notice Requirement

Before bringing a claim for indemnification, the indemnified party shall notify the indemnifying party of the indemnifiable proceeding and deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

19.3.2. Failure to Notify

If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying party will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

19.4. Defense

The indemnifying party may elect to defend the indemnified party in the proceeding by giving prompt written notice after receiving notice of the proceeding.

19.5. Authority to Contest, Pay, or Settle

The indemnifying party may contest, pay, or settle the proceeding without obtaining the indemnified party's consent, only if the indemnifying party's decision does not require the indemnified party to make any admission that it acted unlawfully, does not affect any other legal proceeding against the indemnified party, provides that the indemnifying party will pay the claimant's monetary damages in full, and requires claimant release the indemnified party from all liability related to the proceeding.

19.6. Exclusive Remedy

The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section.

20. Limitation on Liability

20.1. Mutual Limitation on Liability

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

20.2. NeuShield's Maximum Liability

NeuShield's aggregate liability under this agreement will not exceed the amount of fees the Distributor has paid to NeuShield.

21. General Provisions

21.1. Entire Agreement

The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

21.2. Supersedes Previous Agreements

This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements

and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

21.3. Counterparts

21.3.1. Signed in Counterparts

This agreement may be signed in any number of counterparts.

21.3.2. All Counterparts Original

Each counterpart is an original.

21.3.3. Counterparts Form One Document

Together, all counterparts form one single document.

21.4. Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

21.5. Amendment

This agreement can be amended only by a writing signed by both parties.

21.6. Relationship of the Parties

21.6.1. No Relationship

Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

21.6.2. No Authority

Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

21.7. Assignment

Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

21.8. Notices

21.8.1. Method of Notice

The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax, or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

21.8.2. Receipt of Notice

A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the fifth (5) business day after mailing it.

21.9. Dispute Resolution

21.9.1. Arbitration

Any dispute or controversy arising out of this agreement will be settled by arbitration in California, USA, according to the rules of the American Arbitration Association then in effect,

and by one arbitrator.

21.9.2. Judgment

Judgment may be entered on the arbitrator's award in any court having jurisdiction.

21.9.3. Arbitrator's Authority

The arbitrator will not have the power to award any punitive or consequential damages.

21.10. Governing Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, USA, without regard to its conflict of laws rules.

21.11. Waiver

21.11.1. Affirmative Waivers

Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

21.11.2. Written Waivers

A waiver or extension is only effective if it is in writing and signed by the party granting it.

21.11.3. No General Waivers

A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

21.11.4. No Course of Dealing

No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

21.12. Force Majeure

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

22. Interpretation

22.1. References to Specific Terms

22.1.1. Accounting Principles

Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in the United States ("GAAP").

22.1.2. Currency

Unless otherwise specified, all dollar amounts expressed in this agreement refer to American (USA) currency.

22.1.3. "Including"

Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

22.1.4. "Knowledge"

Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement, is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means: the then-current, actual knowledge of the directors and officers of that party, and the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.

22.1.5. Statutes, etc.

Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.

22.2. Number and Gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

22.3. Headings

The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

22.4. Internal References

References in this agreement to sections and other subdivisions are to those parts of this agreement.

22.5. Calculation of Time

In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Pacific Standard Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Pacific Standard Time on the next Business Day.

22.6. Construction of Terms

The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.

22.7. Conflict of Terms

If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement.

23. Definitions

"Books and Records" means all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, lists of parties to and prospects for franchise agreements, supplier lists, production data, quality control records and procedures, customer complaints, inquiry

files, research, development files, records, data (including all correspondence with any Governmental Authority), sales material and records (including pricing history and sales and pricing policies and practices), strategic plans, marketing and promotional surveys, and material, research, and files relating to Intellectual Property.

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in New York, New York are not open for business.

"Current Term" is defined in section "Term".

"Delivery Date" is defined in section "Orders".

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Discount" is defined in section "Price".

"Effective Date" is defined in the introduction to this agreement.

"Encumbrances" means any pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, developments or similar agreements, easements, rights-of-way, title defects, options, adverse claims, or encumbrances of any kind.

"Governmental Authority" means:

- any federal, state, local, or foreign government, and any political subdivision of any of them,
- any agency or instrumentality of any such government or political subdivision,
- any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and
- any arbitrator, court or tribunal of competent jurisdiction.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world:

- trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- copyrights, including all applications and registrations related to the foregoing,
- trade secrets and confidential know-how,
- patents and patent applications,
- websites and internet domain name registrations, and
- other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means:

- any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment,

and

- any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Person" includes:

- any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and
- any individual.

"Products" means the goods and services listed in Attachment NDS Partner Pricing, attached to this agreement.

"Purchase Order" is defined in section "Orders".

"Renewal Term" is defined in section "Term".

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Territory" means: India

This agreement has been signed by the parties.

NeuShield Inc.

Name: _____

Title: _____

Date: _____

Signature: _____

Distributor: _____

Name: _____

Title: _____

Date: _____

Signature: _____

NeuShield Distributor Appendix "A"

Appendix “A”

ID	Product Name	From Qty.	To Qty.	Unit Price	Discount %	After Discount
1	NeuShield Data Sentinel, 1yr Standard per node Server (50-99 node)	50	99	\$100 USD	10	\$ (USD) 90
2	NeuShield Data Sentinel, 1yr Standard per node Server (10-49 node)	10	49	\$100 USD	15	\$ (USD) 85

Appendix “B”

Terms & Conditions

- Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum.
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