NON-EXCLUSIVE SOFTWARE RESELLER AGREEMENT

This Non-Exclusive Software Reseller Agreement (this "Agreement") is entered into as of [Date], by and between Aivinya Inc., a Delaware corporation having a primary place of business at 1007 N Orange St. 4th Floor, 1882, Wilmington, DE 19801 ("Aivinya"), and BlockBridge Private Limited, an Indian company having a business address at 233, Sanganer, New Atish Market, Jaipur, INDIA- 302020 ("Reseller").

**Background**

A. Aivinya Inc. has developed and desires to advertise, promote, market, and distribute the company's services and products.

B. Reseller desires to obtain the right to act as an independent Reseller of the Products, with the non-exclusive right to market, promote, and resell the Products.

**Agreement**

1. **APPOINTMENT AS A RESELLER.** On the terms and subject to the conditions set forth herein, Aivinya Inc. appoints Reseller as an independent, non-exclusive authorized Reseller of the Products in the geographic area identified in the country entered into the online application hereto ("Market"), and Reseller hereby accepts such appointment. Reseller may advertise, promote, and resell the Products solely to third-party End Users within the Market. For purposes of this Agreement, the term "End User" means a person or entity that desires to use or acquire the Products for its use, not for resale or distribution. Reseller may not authorize or appoint any dealers, sub-resellers, agents, representatives, subcontractors, or other third parties to advertise, promote, resell, or distribute the Products. All rights not specifically granted by Aivinya Inc. hereunder are reserved by Aivinya. Without limiting the generality of the foregoing, Aivinya Inc. reserves the right to advertise, promote, market, and distribute the Products, and to appoint third parties to advertise, promote, market, and distribute the Products, worldwide, including in the Market. Further, Aivinya Inc. reserves the right, in its sole discretion, at any time and from time to time, to modify any or all of the Products and Services it offers, or to discontinue the service, support, publication, distribution, sale, or licensing of any or all of the Products without liability of any kind.

2. **CONSIDERATION, ORDERS, AND DELIVERY.** Reseller's initial price ("Price") for Products shall be as set forth in a subsequent quarterly product and pricing tables made available to the Reseller from Aivinya's website. Reseller acknowledges that Aivinya Inc. has the right, at any time between quarterly updates, to modify any or all of the product and service Prices. Aivinya Inc. shall ship Products upon acceptance of Reseller's written order and Reseller's payment in full, except as otherwise mutually agreed in writing, for the Products. Reseller shall pay for the Products in U.S. dollars in immediately available funds using a Visa, MasterCard, or American Express Credit Card, or by wire transfer, or in such other manner as Aivinya Inc. may approve. Orders shall be shipped F.O.B. Aivinya's warehouse. Except as otherwise mutually agreed in writing, Reseller shall be responsible for all costs associated with its performance of this Agreement. All freight, insurance, duty, and taxes applicable to Reseller's purchase and sale of Products shall be paid by Reseller. Reseller will indemnify and hold Aivinya Inc. harmless from any obligation to pay any governmental entity any employer statutory taxes, withholding taxes, social security taxes, or other taxes, levies, or duties in connection with Reseller's performance under this Agreement, and from any and all damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs of litigation) arising out of or resulting therefrom.

3. **MARKETING AND PROMOTION OF PRODUCTS**

3.1 Promotion. Reseller shall use its best efforts to market and promote Products to End Users in the Market, including by: (a) attendance by Reseller at trade shows at which Reseller promotes the Products, (b) listing the Products in Reseller's product lists and Reseller's other marketing materials, (c) advertising the Products in trade journals, magazines, and other appropriate publications, and (d) at Aivinya Inc.'s request, translating and distributing Aivinya Inc.'s press releases and other publicity and sales materials in the Market.

3.2 Marketing Practices. Reseller will at all times perform hereunder in an ethical and professional manner and in accordance with this Agreement and any guidelines issued by Aivinya Inc. Reseller will: (a) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill, and reputation of Aivinya; (b) avoid deceptive, misleading, or unethical practices that are or might be detrimental to Aivinya Inc., the Products, or the public, including but not limited to disparagement of Aivinya Inc. or the Products; (c) make no false or misleading representation with respect to Aivinya Inc. or the Products; and (d) make no representations with respect to Aivinya Inc. or the Products that are inconsistent with Aivinya Inc.'s end-user license agreement for the Products, promotional materials, and other literature distributed by Aivinya Inc., including all liability limitations and disclaimers contained in such materials.

3.3 Promotional Materials. Reseller consents to the listing of its business name, address, phone number, and website addresses in such Aivinya Inc. advertising and promotional materials as Aivinya Inc. may determine in its sole discretion, including product literature and Aivinya Inc.'s websites. During the term of this Agreement, Aivinya Inc. may provide to Reseller promotional materials with respect to Products. Reseller may not use the promotional materials for any purpose other than advertising and promoting the Products to End Users in the Market. Notwithstanding anything to the contrary herein, Reseller may not distribute any Reseller-created promotional materials with respect to Aivinya Inc. or the Products without Aivinya Inc.'s prior written approval of such materials.

3.4 Permits, Licenses, and Compliance with Laws. Reseller will, at its sole cost and expense, obtain all permits and licenses necessary in connection with its performance of this Agreement and will comply with all applicable laws, rules, and regulations in the performance of this Agreement. Without limiting the generality of the foregoing, Reseller will comply with all applicable export laws. Without limiting the foregoing, Reseller agrees that it will not knowingly export or re-export any Work Product or Products to any Country unless prior written consent is given.

3.5 Privacy/Data Collection. Reseller will at all times during the term of this Agreement maintain appropriate technical and organizational measures to protect any End User data that it collects, accesses, or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing, or alteration. Reseller will act only on Aivinya Inc.'s instructions in relation to the collection, use, disclosure, and processing of any such End User data, but in all instances in accordance with all applicable laws, rules, and regulations.

4. **RESALE OF PRODUCTS.** Aivinya Inc. shall provide copies of its end-user license agreements to Reseller upon written request. Reseller shall promptly review such agreements and advise Aivinya Inc. as to what revisions, if any, should be made to the end-user license agreements for resale in the Market to ensure that the agreements comply with requirements of local law in the Market, and that Aivinya Inc. has protection concerning proprietary rights, warranty disclaimers, and limitations of liability under such local law that are at least as stringent as the protection provided by U.S. federal law and the laws of the State of Delaware. Reseller may charge End Users for Products at prices determined in Reseller's sole discretion. Reseller may distribute Products solely by the sale of Packages. For purposes of this Agreement, a "Package" means physical or electronic media containing a particular Product, related user documentation, and software provider's end-user license agreement as it may be modified by Aivinya Inc. for use in the Market. The relationship between the End User and Aivinya Inc. shall be as specified in the applicable Aivinya Inc. end-user license agreement. Notwithstanding the foregoing, as between Aivinya Inc. and Reseller, Reseller shall be solely responsible for providing customer support to End Users in the Market. Reseller will notify Aivinya Inc. immediately in the event that it is unable to respond effectively to any End User request.

5. **RESALE OF SERVICES.** Aivinya Inc. provides services directly to end users. Reseller may participate in the sale of these services based on the price schedules listed on the reseller website. These services may not be branded as Reseller's own services and must be directly billed to end-user customers. Implementation of customers' requests shall be documented and explained from Reseller directly with Aivinya Inc. Employees. Aivinya Inc. is not responsible for interaction with end-user clients unless specifically authorized by Aivinya Inc. Notwithstanding the foregoing, as between Aivinya Inc. and Reseller, Reseller shall be solely responsible for providing customer support to End Users in the Market. Reseller will notify Aivinya Inc. immediately in the event that it is unable to respond effectively to any End User request.

6. **OWNERSHIP.** As between Aivinya Inc. and Reseller, all right, title, and interest in and to the Products and associated Aivinya Inc. promotional materials and documentation, including without limitation all copyrights, patent rights, trademark and service mark rights, trade secret rights and other intellectual property rights are and will remain the property of Aivinya Inc. or their rightful providers, and such items may only be used by Reseller as expressly permitted hereunder. Reseller shall not remove, alter or otherwise modify any copyright, trademark, or other notices of proprietary interest contained in the Products, Aivinya Inc. promotional materials, and/or documentation.

7. **CONFIDENTIAL INFORMATION**

7.1 "Confidential Information" Defined. "Confidential Information" includes: (a) the Products; (b) any personally identifiable data or information regarding any End User; (c) any and all information disclosed by Aivinya Inc. to Reseller, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (d) any notes, extracts, analyses or materials prepared by Reseller which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (e) the terms and conditions of this Agreement. "Confidential Information" does not include information received from Aivinya Inc. that Reseller can clearly establish by written evidence: (x) is or becomes known to Reseller from a third party without an obligation to maintain its confidentiality; (y) is or becomes generally known to the public through no act or omission of Reseller; or (z) is independently developed by Reseller without the use of Confidential Information.

7.2 Reseller's Obligations. Reseller will make no use of Confidential Information for any purpose except as expressly authorized by this Agreement. Except as expressly provided in this Agreement, Reseller will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly provided in this Agreement, Reseller will not use, make, or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of Aivinya Inc. In the event that Reseller is required to disclose Confidential Information pursuant to law, Reseller will notify Aivinya Inc. of the required disclosure with sufficient time for Aivinya Inc. to seek relief, will cooperate with Aivinya Inc. in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

8. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES, IF ANY, MADE TO THE END USER IN THE APPLICABLE, AIVINYA INC. END USER AGREEMENTS, AIVINYA INC. MAKES NO OTHER WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED. AIVINYA INC. DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PRODUCTS OR THE MEDIA ON WHICH PRODUCTS ARE SUPPLIED. RESELLER WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF AIVINYA INC.

9. **LIMITATION OF LIABILITY.** AIVINYA INC.'S AGGREGATE LIABILITY TO RESELLER UNDER THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, IS LIMITED TO THE PRICE PAID BY RESELLER FOR THE COPY OF THE PRODUCT WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL AIVINYA INC. BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF AIVINYA INC. HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

10. **INDEMNIFICATION BY RESELLER.** Reseller will indemnify, defend, and hold harmless Aivinya Inc. from and against any and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of Reseller relating to its activities in connection with this Agreement. Reseller's breach of this Agreement or Reseller's misrepresentations relating to Aivinya Inc., the Services, Products, or this Agreement, regardless of the form of action. Reseller will be solely responsible for any claims, warranties, or representations made by Reseller or Reseller's representatives or agents which differ from the warranties provided by Aivinya Inc. in the applicable end-user license agreement.

11. **INFRINGEMENT.** Aivinya Inc. agrees to defend or, at its option, settle any claim or action against Reseller to the extent arising from a third-party claim that a permitted use of a Product by End Users infringes any U.S. patent or copyright, provided Aivinya Inc. has control of such defense or settlement negotiations and Reseller gives Aivinya Inc. prompt notice of any such claim and provides reasonable assistance in its defense. In the event of such a claim of infringement, Aivinya Inc., at its option, may provide Reseller with substitute Products reasonably satisfactory to Reseller to replace those affected Products then in Reseller's inventory. Aivinya Inc. will not be liable under this Section if the infringement arises out of Reseller's activities after Aivinya Inc. has notified Reseller that Aivinya Inc. believes in good faith that Reseller's activities will result in such infringement. The foregoing states the entire liability of Aivinya Inc. with respect to the infringement of intellectual property rights.

12. **AIVINYA INC. SUPPORT.** Aivinya Inc. shall offer Reseller technical training for the Products from time to time upon reasonable request from Reseller at Aivinya Inc.'s then-current charges for such training. All training will be at Aivinya Inc.'s offices unless Aivinya Inc., in its sole discretion, agrees to offer training at another location.

13. **AIVINYA INC. TRADEMARKS.** "Aivinya Inc. Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Aivinya Inc. in connection with its products and services. In performing its obligations hereunder, Reseller may refer to the Products by the associated Aivinya Inc. Trademarks, provided that such reference is not misleading and complies with any guidelines issued by Aivinya Inc. Reseller is granted no right, title or license to, or interest in, any Aivinya Inc. Trademarks. Reseller acknowledges and agrees that any use of the Aivinya Inc. Trademarks by Reseller will inure to the sole benefit of Aivinya Inc. If Reseller acquires any rights in any Aivinya Inc. Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to Aivinya Inc., assign such rights to Aivinya Inc. along with all associated goodwill.

14. **RELATIONSHIP OF PARTIES.** This Agreement does not constitute either party the agent of the other or create a partnership, joint venture or similar relationship between the parties, and neither party will have the power to obligate the other in any manner whatsoever. Reseller acknowledges and agrees that its relationship with Aivinya Inc. is that of an independent contractor, and Reseller will not act in a manner that expresses or implies a relationship other than that of an independent contractor. Aivinya Inc. and Reseller acknowledge and agree that: (a) Reseller is permitted to promote and sell products and services of companies other than Aivinya Inc.; (b) Reseller is not required to promote Aivinya Inc. products or services exclusively; and (c) Reseller's decision to devote all or some of its business efforts to the products or services of any particular company is solely in the discretion of Reseller.

15. **Commissions:** Reseller shall be paid a 18% commission on all services and a 18% commission on all software sales that are made by Reseller during the term of this agreement.

16. **TERM AND TERMINATION**

16.1 Term. This Agreement shall be effective for a term of one year from the Effective Date. It shall be automatically extended for further one-year terms unless either party gives written notice to the other at least 60 days before the expiration of the initial or any renewal term of the party's intent not to renew.

16.2 Termination. Notwithstanding anything in this Agreement that may be interpreted to the contrary, Aivinya Inc. may terminate this Agreement without cause and without liability upon 30 days' prior written notice to Reseller. Either party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within 10 days of written notice that specifies the breach.

16.3 Effect of Termination. Upon termination of this Agreement, Reseller will cease all advertising, marketing, and resale of the Products. Termination of this Agreement will not affect either party's rights or obligations with respect to Products distributed by Reseller before the effective date of the termination.

16.4 No Liability for Termination. Neither party will be liable for any damages arising out of the termination of this Agreement in accordance with this Section 16. Reseller acknowledges and agrees that Aivinya Inc. is not responsible for Reseller's dependence on revenues hereunder, and Reseller agrees to release, hold harmless and indemnify Aivinya Inc. from any and all claims and liabilities relating to Reseller's revenues, financial forecasts or economic value that may result from any termination by Aivinya Inc. of this Agreement as permitted hereunder.

16.5 Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder before such expiration or termination. Rights and obligations that by their nature should survive will remain in effect after termination or expiration of this Agreement.

17. **ASSIGNMENT.** Neither this Agreement nor any rights or obligations of Reseller hereunder shall be assignable or transferable by Reseller, in whole or in part, by operation of law or otherwise, without the prior written consent of Aivinya Inc. Any attempted assignment, subcontract, or other transfer of this Agreement or any of Reseller's rights or obligations hereunder will be void ab initio and will be considered a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

18. **NOTICES.** Any notices or other communications required or permitted hereunder shall be in writing and personally delivered at the principal business addresses designated at the beginning of this Agreement or mailed by registered or certified mail, return receipt requested, postage prepaid, at the address set forth above, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notwithstanding the foregoing, Aivinya Inc. may give notice of changes in Prices, Service offerings, Product descriptions, order procedures, delivery procedures, and other routine events and procedures by way of printed materials or a newsletter.

19. **FORCE MAJEURE.** Aivinya Inc. shall not be liable for failure or delay in performance of any of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its control. Reseller shall be required to accept any delayed shipment, lack of service, or delivery made within a reasonable time.

20. **GOVERNING LAWS; ATTORNEYS' FEES.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, U.S.A. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in the federal or state courts located in the State of Delaware, County of New Castle. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or preceding the exclusive jurisdiction of such courts. If any legal action or proceeding is initiated, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees, at trial and on appeal.

21. **AMENDMENTS.** This Agreement may not be amended, modified, altered, or supplemented except in writing signed by both parties.

22. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, between the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **NO WAIVER.** No waiver of any provision of this Agreement or of any rights or obligations of either party hereunder shall be effective unless in writing and signed by the waiving party, and no such waiver shall be deemed a waiver of any other provision of this Agreement or of any other right or obligation of such party, nor shall any such waiver be deemed a continuing waiver unless otherwise expressly provided.

24. **DISPUTE RESOLUTION**

24.1 Negotiation. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. The complaining party will give written notice to the other party providing reasonable detail of the claim or dispute and the proposing resolution. Within ten (10) days of the date of such notice, the parties will meet at least once to attempt to resolve the dispute.

24.2 Mediation. If the matter is not resolved through negotiation, the parties will attempt in good faith to resolve the dispute through mediation. The complaining party will give written notice to the other party providing reasonable detail of the claim or dispute and the proposing resolution. Within ten (10) days of the date of such notice, the parties will meet at least once to attempt to resolve the dispute through non-binding mediation. If the matter is not resolved through mediation, the parties may pursue any remedy available at law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date.

AIVINYA INC.

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[Authorized Signatory]

[Title]

[Date]

BLOCKBRIDGE PRIVATE LIMITED

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[Authorized Signatory]

[Title]

[Date]