

This RESELLER AGREEMENT (this “**Agreement**”) is entered into as of [insert date] (the “**Effective Date**”) by **ENTERPRISE METRIC SUITE SOLUTION LLC**, registered in The State Of Delaware, United States Of America and (“**Value Added Partner**”) and describes the terms and conditions pursuant to which **ENTERPRISE METRIC SUITE SOLUTION LLC** will make the Services (as defined below) available for generation of sales by the **Value Added Partner**.

1 DEFINITIONS .For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

1.1 “Affiliate” of a party means any corporation or other entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party “controls” a corporation or other entity if it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for (i) the board of directors, or (ii) other mechanism of control for such corporation or other entity.

1.2 “Customer(s)” means individuals or entities to which Value Added Partner has promoted, marketed the Services and generated sales.

1.3 “Customer Data” means all electronic data or information submitted by Customers to the Services.

1.4 “Deliverable” means E-Metric Suite (service as a solution), any software, equipment consultations, documentation and/or other materials prepared by ENTERPRISE METRIC SUITE SOLUTION LLC for Customers/Subscribers as described in an Order form or Statement of Work.

1.5 “Fees” means the fees (as specified in each Order Form) payable by Customer/Subscribers to ENTERPRISE METRIC SUITE SOLUTION LLC

1.6 “Initial Term” has the meaning ascribed to that term in Section 7.1.

1.7 “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.8 “Non- ENTERPRISE METRIC SUITE SOLUTION LLC E-METRIC Applications” means online applications and offline software products provided by entities or individuals other than ENTERPRISE METRIC SUITE SOLUTION LLC and are clearly identified as such, and that interoperate with the Services.

1.9 “Order Form” means the documents for placing orders pursuant to this Agreement that are entered into between ENTERPRISE METRIC SUITE SOLUTION LLC and Reseller (or Affiliates of ENTERPRISE METRIC SUITE SOLUTION LLC and The Value Added Partner) from time to time, including addenda and supplements thereto. By entering into an Order Form pursuant to this Agreement, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement. Order Forms shall be deemed incorporated into this Agreement by reference.

1.10 “Renewal Term” has the meaning ascribed to that term in Section 7.1.

1.11 “Value added Partner” means Reseller.

1.12 “The Value Added Partner Agent” means a person or entity that the Value Added Partner appoints to market or promote Services on behalf of the Value Added Partner.

1.13 “Value Added Partner Data” means all electronic data or information submitted by the Value Added Partner to the Services.

1.14. “Services” means the E-METRIC SUITE Service as a Solution (SaaS) and services that are ordered by The Value Added Partner pursuant to an Order Form and made available by ENTERPRISE METRIC SUITE SOLUTION LLC online and/or other web pages designated by ENTERPRISE METRIC SUITE SOLUTION LLC, including associated offline components, as described in the User Guide. “Services” exclude Non-ENTERPRISE METRIC SUITE SOLUTION LLC Applications.

1.15 “Statement of Work” or “SOW” means a statement of work for Professional Services and/or Deliverables that is executed by the parties.

1.16 “Term” has the meaning ascribed to that term in Section 7.1.

1.17 “Territory” means the geographic area specified under the heading “Territory” in Schedule A.

1.18 “User Guide” means the online user guide for the Services, accessible on login, as updated from time to time by ENTERPRISE METRIC SUITE SOLUTION LLC.

1.19 “Users” means individuals who are authorized by Customers to use the Services, for whom subscriptions to the Services have been ordered, and who have been supplied user identifications and passwords by ENTERPRISE METRIC SUITE SOLUTION LLC. Users may include but are not limited to Customer’s employees, consultants, contractors and agents, and third parties with which Customers transact business.

2. SERVICES

2.1. Provision of Services. Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees, ENTERPRISE METRIC SUITE SOLUTION LLC hereby appoints the Value Added Partner, and Value Added Partner hereby accepts, for the Term (unless terminated as provided in this Agreement), a non-exclusive, non-transferable, appointment for the Territory to act as a ENTERPRISE METRIC SUITE SOLUTION LLC approved Value Added Partner of E-Metric Suite (SaaS) for the Territory. The Value Added Partner shall market, promote and generate sales for the Software and Services to Customers and potential Customers in the Territory, at its own expense and using its own efforts with its own sales force (including approved Value Added Partner Agents). Buyers gotten by the Value Added Partner shall pay ENTERPRISE METRIC SUITE SOLUTION LLC the Fees set forth in each Order Form specified in Schedule A. ENTERPRISE METRIC SUITE SOLUTION LLC shall make the Services available to the customer/subscriber pursuant to this Agreement and in accordance with the number of User licenses and for the subscription terms specified in the Order Forms.

2.2. ENTERPRISE METRIC SUITE SOLUTION LLC Responsibilities for the Services. ENTERPRISE METRIC SUITE SOLUTION LLC shall provide customers/subscribers with the Services within the Territory of the Value added Partner. The Services shall be made available by ENTERPRISE METRIC SUITE

SOLUTION LLC subject to any unavailability caused by circumstances beyond ENTERPRISE METRIC SUITE SOLUTION LLC's reasonable control, including any force majeure events as contemplated in Section 10.10 and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power or other systems not within ENTERPRISE METRIC SUITE SOLUTION LLC's possession or reasonable control, and denial of service attacks. The Services may be temporarily limited, interrupted or curtailed due to maintenance, repair, modifications, upgrades or relocation. ENTERPRISE METRIC SUITE SOLUTION LLC shall attempt to notify The Value Added Partner and Customer/Subscriber of scheduled and unscheduled network outages that are expected to last more than four (4) hours and that may affect the Services. ENTERPRISE METRIC SUITE SOLUTION LLC shall be entitled to change the Services during the Term provided that ENTERPRISE METRIC SUITE SOLUTION LLC will not materially reduce the capabilities provided by the Services.

2.3 VALUE ADDED PARTNER Responsibilities. The Value Added Partner shall maintain marketing and customer service standards that are appropriate in order to maintain high-quality Services and to reflect favorably on the Value Added Partner's and ENTERPRISE METRIC SUITE SOLUTION LLC's reputation. The Value Added Partner shall provide Customers with prompt, courteous, and efficient service, shall take every reasonable precaution not to disclose any Customer information, other than as permitted by any applicable privacy or personal health information legislation, and shall deal with Customers honestly and fairly. The Value Added Partner shall (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and shall notify ENTERPRISE METRIC SUITE SOLUTION LLC promptly of any such unauthorized access or use; and (ii) comply with all applicable local, state, provincial, federal and foreign laws in respect to the promotion and re-sale of the Services.

2.4 Mutual Obligations. Neither party shall by way of statement, act or omission, discredit or reflect adversely upon the reputation of or the quality of the other party or the products or services provided by the other party.

2.5 Customer Contracts. The Services shall be provided to Customers on terms and conditions that are determined by ENTERPRISE METRIC SUITE SOLUTION LLC.

2.6 Restrictions. The Value Added Partner shall not (and shall not authorize any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (b) circumvent any user limits or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services); (d) frame or mirror any content forming part of the Services; or (e) access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services.

2.7 Ownership and Proprietary Rights. ENTERPRISE METRIC SUITE SOLUTION LLC owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights), in and to the Services and the User Guide. The Value Added Partner agrees that only ENTERPRISE METRIC SUITE SOLUTION LLC shall have the right to

maintain, enhance or otherwise modify the Services. If the Value Added Partner provides ENTERPRISE METRIC SUITE SOLUTION LLC with reports of defects in the Services or proposes or suggests any changes or modifications (collectively "Feedback"), ENTERPRISE METRIC SUITE SOLUTION LLC shall have the right to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into ENTERPRISE METRIC SUITE SOLUTION LLC's software as a solution(SaaS) and/or services, including, without limitation, the Services, without any obligation to Reseller. Except as expressly set forth in this Section 2, ENTERPRISE METRIC SUITE SOLUTION LLC reserves all rights and grants Reseller no licenses of any kind, whether by implication, estoppel, or otherwise.

2.8 Non-Competition. During the Term, the Value Added Partner shall not: (a) directly or indirectly market, promote, or solicit customers or subscriptions for, supply, sell, re-sell or generate sales for any product or service in competition with the Services; (b) have any controlling interest in any entity that markets, promotes, sells or provides any product or service in competition with the Services; (c) enter into any agreements with any provider to resell, redistribute, sub-license or otherwise commercialize any product or service that competes with the Services; or (d) display on its website or elsewhere any advertising or marketing materials of any provider of any product or service that compete with the Services. ENTERPRISE METRIC SUITE SOLUTION LLC shall have the continuing right to market and sell the Services and any other products or services to any third parties, including but not limited to current, future and potential Customers.

2.9 The Value added Partner's Use of Agents and Subcontractors. The Value added Partner may, with the prior written consent of ENTERPRISE METRIC SUITE SOLUTION LLC, appoint Agents to market and/or promote the Services within the Territory, provided that the Value Added Partner shall continue to be responsible for all of its duties and obligations under this Agreement and for any acts or omissions of any of its Agents, and any acts or omissions of any of its Agents shall be attributed to the Value Added Partner, and The Value Added Partner shall: (a) be liable to ENTERPRISE METRIC SUITE SOLUTION LLC for all losses, costs, damages and expenses of whatsoever nature, that ENTERPRISE METRIC SUITE SOLUTION LLC may sustain or incur as a result or in connection with any act or omission of any of the Value Added Partner's Agent.

2.10 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) access to the Services is purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions there under, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.11 Customer and Value Added Partner Data. ENTERPRISE METRIC SUITE SOLUTION LLC shall have the limited right to use the Customer Data and the Value Added Partner Data to provide the Services in accordance with this Agreement.

3 SERVICES SETUP AND OPERATION

3.1 Support. ENTERPRISE METRIC SUITE SOLUTION LLC shall provide basic support for the Services to Customer/ Subscriber. Value Added Partner shall be responsible for providing First Line Support to Customers and Users of the Services. For the purposes of this Agreement, “First Line Support” means (i) fielding each initial call on a Services problem or other inquiry from a Customer or User; (ii) generating and issuing a trouble ticket containing a reference/tracking number to the Customer or User (i.e., provision of a Value Added Partner support number to the Customer or User); (iii) to the extent reasonably possible, identifying the problem or performance deficiency in the Services; (iv) by reference to only a troubleshooting guide that may be provided by ENTERPRISE METRIC SUITE SOLUTION LLC, attempted resolution of the problem; (v) where such problem has not been resolved, preparation of an error notification in relation to the problem or performance deficiency; (vi) managing communications and expectations with the Customer and/or User until the problem is referred to ENTERPRISE METRIC SUITE SOLUTION LLC; and (vii) escalating the error notification to ENTERPRISE METRIC SUITE SOLUTION LLC.

3.2 Value Added Partners shall be listed on ENTERPRISE METRIC SUITE SOLUTION LLC’s global website.

3.3 Non-E-METRIC Applications and Customer and the Value Added Partner Data. If the Value Added Partner or Customers install or enable Non- ENTERPRISE METRIC SUITE SOLUTION LLC Applications for use with the Services, Reseller acknowledges that ENTERPRISE METRIC SUITE SOLUTION LLC may allow providers of those Non- ENTERPRISE METRIC SUITE SOLUTION LLC Applications to access Customer Data and Value Added Partner Data as required for the interoperation of such Non- ENTERPRISE METRIC SUITE SOLUTION LLC Applications with the Services. ENTERPRISE METRIC SUITE SOLUTION LLC shall not be responsible for any disclosure, modification or deletion of any Customer Data and Value Added Partner Data resulting from any such access by Non- ENTERPRISE METRIC SUITE SOLUTION LLC Application providers. The Services shall allow Customers to restrict such access by restricting Customer users from installing or enabling such Non-E-METRIC Applications for use with the Services.

3.4 ENTERPRISE METRIC SUITE SOLUTION LLC Protection of Customer Data. ENTERPRISE METRIC SUITE SOLUTION LLC shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. ENTERPRISE METRIC SUITE SOLUTION LLC shall not (a) modify Customer Data except to the extent required to provide the Services, (b) disclose Customer Data except as compelled by law in accordance with Section 5.4 or as expressly permitted by the applicable Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at the Value Added Partner’s request in connection with Customer support matters.

3.5 Value Added Partner’s Responsibilities. The Value Added Partner shall be responsible for Customers’ and Users’ compliance with **ENTERPRISE METRIC SUITE SOLUTION LLC’s** policies and procedures applicable to the Services. The Value Added Partner shall not: (a) make the Services available to anyone other than Customer and

Users; (b) market, promote and generate sales outside the Territory; (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Services to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; or (f) attempt to gain unauthorized access to the Services or their related systems or networks. The Value Added Partner may solely at its own cost, employ at least one (1) experienced sales person who is knowledgeable concerning the functions and advantages of the Services and at least one (1) experienced technical person who is knowledgeable concerning the functions, specifications and advantages of the Services.

3.6 Usage Limitations. If ENTERPRISE METRIC SUITE SOLUTION LLC opts to impose Services limitations on all customers, such as but not limited to disk storage space, application programming interface calls, ENTERPRISE METRIC SUITE SOLUTION LLC will use commercially reasonable efforts to provide at least thirty (30) days) written notice of such limitations to The Value Added Partner.

4 PAYMENT TERMS AND TAXES

4.1 Customer Pricing and Responsibility. All fees, rates or charges charged to Customers for the Services shall be determined solely by ENTERPRISE METRIC SUITE SOLUTION LLC. The Value Added Partner shall have no authority or responsibility to determine such fees or other amounts, and ENTERPRISE METRIC SUITE SOLUTION LLC shall be solely responsible for billing or collecting such fees or any other amounts from Customers.

4.2 Fees. Customers/Subscribers shall pay all Fees specified in all Order Forms pursuant to this Agreement. Except as otherwise specified in this Agreement or in an Order Form, (i) Fees are based on User licenses purchased for the Services and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the applicable Order Form. User subscription Fees are based on yearly periods that begin on the subscription start date and each yearly anniversary thereof; therefore, Fees for User subscriptions added in the middle of a yearly period will be charged for that full yearly period and the yearly periods remaining in the subscription term.

4.3 Payment Terms. All payments under this Agreement shall be prepaid. All amounts are payable in United States dollars unless specified otherwise on the Order Form.

4.4 Taxes. Unless otherwise stated, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes").

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary", or which the recipient knows or has reason to know is

regarded by the disclosing party as such, including oral information. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

5.2 Obligation. Neither party will use any Confidential Information of the disclosing party except as necessary to exercise its rights or perform its obligations pursuant to this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into written confidentiality agreements with it as least as restrictive as those this Section 5. Upon any termination of this Agreement, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.

5.3 Other Exemptions. Notwithstanding the foregoing provisions in this Section 5, the parties may disclose this Agreement: (i) as otherwise required by law or the rules of any stock exchange or over-the-counter trading system provided that reasonable measures are used to preserve the confidentiality of the Agreement, (ii) in confidence to legal counsel, (iii) in connection with the requirements of a public offering or securities filing provided reasonable measures are used to obtain confidential treatment for the proposed disclosure, to the extent such treatment is available, (iv) in connection with the enforcement of this Agreement or any rights under this Agreement, provided that reasonable measures are used to preserve the confidentiality of this Agreement, (v) in confidence, to auditors, accountants, legal counsel and their advisors, (vi) in confidence, in connection with a change of control or potential change of control of a party or an Affiliate of a party, provided that reasonable measures are used to preserve the confidentiality of the Agreement. For any legally compelled disclosure or disclosure pursuant to a court, regulatory, or securities filing, the parties shall reasonably cooperate to limit disclosure.

5.4 Compelled Disclosure. If a receiving party is compelled by law to disclose Confidential Information of a disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6 WARRANTIES AND DISCLAIMERS

6.1 Warranties. Each party warrants to the other party that: (i) such party is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) such party has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement constitutes the legal, valid, and binding agreement of such party; (iv) as of the Effective Date, there is no outstanding litigation, arbitrated matter or other dispute to which such party is a party, which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on such party's ability to fulfill its obligations under this Agreement; and (v) no consent, approval or withholding of objection is required from any entity, including any governmental authority, with respect to such party's entering into this Agreement. ENTERPRISE METRIC SUITE SOLUTION LLC warrants that (i) the Services shall perform materially in accordance with the User Guide, (ii) the functionality of the Services will not be materially decreased during a subscription term, and (iii) ENTERPRISE METRIC SUITE SOLUTION LLC will not transmit Malicious Code to any Customers provided that if a Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file, this warranty shall not apply to such file.

6.2 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 6, THE SERVICES AND THE USER GUIDE ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND. EACH PARTY AND ITS LICENSORS AND/OR SUPPLIERS MAKE NO OTHER REPRESENTATIONS AND GIVE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICES AND/OR THE USER GUIDE PROVIDED UNDER THIS AGREEMENT AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT, DURABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, RESELLER ACKNOWLEDGES THAT E-METRIC DOES NOT REPRESENT OR WARRANT OR PROVIDE ANY CONDITIONS THAT THE SERVICES AND/OR THE USER GUIDE WILL BE ERROR-FREE OR WORK WITHOUT INTERRUPTIONS.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence as of the Effective Date and shall continue in effect for an initial term of One (1) year (such initial term referred to in this Agreement as the "Initial Term"). Thereafter, the term of the Agreement shall be renewed based on the value added partner's performance on an annual basis on the anniversary of the Effective Date for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a "Renewal Term"), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "Term".

7.2 Termination. This Agreement may be terminated as follows: (a) if either party breaches any material term or condition of this Agreement and fails to cure such

breach within thirty (30) days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such thirty (30) day period; (b) if either party becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they come due) or makes an assignment for the benefit of creditors, then the other party may terminate this Agreement immediately upon notice; or (c) without cause, with a ninety (90) day written notice.

8.3 Term of Purchased User Subscriptions. User subscriptions purchased by customers/subscribers commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter),

The per-unit pricing during any such renewal term shall be the same as that during the prior term unless ENTERPRISE METRIC SUITE SOLUTION LLC has given customers/subscribers notice of a pricing increase at least Fifteen (15) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

8.4 Survival. The following sections shall survive the termination or expiration of this Agreement for any reason: 1, 2.7, 5, 6, 7, 8.4, 8.5, 9, 10, and any payment obligations incurred prior to the expiration or termination of this Agreement._

8.5 Effect of Termination. Upon expiration or termination of this Agreement, Reseller shall cease all use of the Services, and shall promptly return all copies of the User Guide to ENTERPRISE METRIC SUITE SOLUTION LLC or else destroy those copies and provide assurances (signed by an officer of Value added partner) to ENTERPRISE METRIC SUITE SOLUTION LLC that it has done so.

9 LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BY VIRTUE OF THIS AGREEMENT, HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE LIMITATIONS SET FORTH IN THIS SECTION 9 DO NOT APPLY TO ANY INFRINGEMENT OR MISAPPROPRIATION BY EITHER PARTY OR ITS CONTRACTORS OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10 GENERAL

10.1 Invoices. The terms, provisions or conditions of any purchase order or other business form or written authorization used by either party will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of the receiving party to object to those terms, provisions or conditions.

10.2 Marketing Activities. Following the execution of this Agreement, the parties may issue a joint press release highlighting the relationship contemplated by this

Agreement. Notwithstanding the foregoing, neither party will publish a press announcement related to this Agreement without prior written consent of the other party.

10.3 Assignment. Neither party may assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, ENTERPRISE METRIC SUITE SOLUTION LLC may assign this Agreement (including all Order Forms) with notice to Reseller in connection with any merger or acquisition or sale of all or substantially all of ENTERPRISE METRIC SUITE SOLUTION LLC's or any of its Affiliate's assets or stock (such notice to be delivered within thirty (30) days of such assignment). Such assignment will not in any event relieve the assignor of any obligations that accrue under this Agreement prior to any such assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in violation of this Section 10.3 shall be null and void.

10.4 Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

10.5 Choice of Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of United States of America, without regard to its conflict of law principles. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the United States of America. . No choice of laws rules of any jurisdiction shall apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

10.6 Compliance with Laws. Each party shall comply with all applicable laws and regulations regarding the general conduct of business including without limitation all relevant anti-corruption and anti-bribery laws, including the United States *Foreign Corrupt Practices Act*.

10.7 Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered to the addresses set forth above. Notice shall be considered delivered and effective on the earlier of actual receipt or when (a) personally delivered; (b) the day following transmission if sent by telex, telegram or facsimile when followed by written confirmation by registered overnight carrier or certified mail; or (c) one (1) day after posting when sent by registered private overnight carrier (e.g., DHL, Federal Express, etc.); or (d) five (5) days after posting when sent by certified mail. Notice shall be sent to the parties at the addresses set forth on the first page of this Agreement or at such other address as shall be specified by either party to the other in a notice in accordance with this Section 10.7.

10.8 Independent Contractors. The parties are independent contractors. This Agreement does not create a legal partnership (notwithstanding any use of the term "partner" by the parties, which if used is meant only to convey a spirit of cooperation

between the parties), joint venture, agency, employee/employer, relationship, or franchisee/franchisor relationship between the parties. Neither party shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

10.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

10.10 Force Majeure. Except for each party's obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes or shortages of materials.

10.11 Headings and References. The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

10.12 Counterparts. This Agreement may be executed in counterparts, both of which, when taken together, shall constitute a signed agreement binding upon the parties. Delivery of a signed counterpart of this Agreement by facsimile transmission, in paper copy by courier or regular mail or as an email attachment in PDF format shall constitute valid and sufficient delivery thereof.

10.13 Third-Party Beneficiaries. Reseller hereby acknowledges that there may be third-party beneficiaries to this Agreement.

10.15 ENTERPRISE METRIC SUITE SOLUTION LLC Affiliates. ENTERPRISE METRIC SUITE SOLUTION LLC may use one or more Affiliates to perform its obligations under this Agreement, provided that such use will not affect ENTERPRISE METRIC SUITE SOLUTION LLC's obligations hereunder.

10.16 Complete Understanding. This Agreement, including all Order Forms, SOW, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties by signing below:

Acknowledged and Agreed to:

ENTERPRISE METRIC SUITE SOLUTION LLC

NAME

TITLE

SIGNATURE

DATE

Acknowledged and Agreed to:

(VALUE ADDED PARTNER)

NAME

TITLE

SIGNATURE

DATE

SCHEDULE A

SALES AND FEES

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Schedule shall have the meaning ascribed to such words in the Agreement.

SALES

The Value Added Partner agrees to generate a minimum of 2 new user licenses (Sales Goal) per quarter during the term of this Agreement. For all multi-year customer agreements, **ENTERPRISE METRIC SUITE SOLUTION LLC** will credit a mutually agreed percentage (%) for the first time sales and the following year's associated user licenses towards the Value Added Partner's Sales Goal as stated in the Value Added Partnership Scheme scope document attached to this agreement.

LICENSE FEES

The License Fees will be as specified in each Order Form for each applicable Customer as declared by the Enterprise Metric Suite Solution LLC's approved rates.

TERRITORY

Lagos-Nigeria

