**JASK RESELLER AGREEMENT**

This Reseller Agreement is made effective as of <DATE> ("**Effective Date**"), by and between JASK Labs Inc. (“**JASK**”), a Delaware corporation having a principal place of business at 875 Howard Street Suite 310 San Francisco CA 94103 and Fishtech Group, LLC. ("**Reseller**") having a principal place of business at 13333 Holmes Road, Kansas City, MO 64146. The Parties agree as follows:

1. **DEFINITIONS**

1.1 "**Agreement**" means, collectively, the main body of this Reseller Agreement, and each of the Exhibits attached hereto.

1.2 "**Documentation**" means, with respect to JASK, user manuals, reference manuals, installation guides, sales and marketing collateral; or other written technical or sales material provided by JASK.

1.3 "**End User**" means any third party that purchases or licenses a JASK Product for its own use, but not for resale or further distribution.

1.4 "**JASK Products**" means the products identified on the applicable Price List.

1.5 "**Party**" means JASK or Reseller.

1.6 "**Parties**" means JASK and Reseller.

1 .7 "**Price List**" means JASK’s price list for its products as posted online or provided by JASK to Reseller from time to time.

1.8 "**Specification**" means JASK’s written specification for a JASK Product.

1.9 "**Territory**" means any geographic territory or other designation identified in **Exhibit A**.

1. **RESELLER APPOINTMENT AND GENERAL OBLIGATIONS**

2.1 Authorization. JASK hereby grants to Reseller a non-exclusive right and license to promote, market and sell the Products (defined below) in the Territory (defined below) to Resellers’ client’s (“Clients”) in accordance with the terms and conditions of this Agreement, subject to the restrictions in Section 2.2. “Territory” shall mean the geographic territory set forth on Exhibit A. “Product” or “Products” shall mean the software, services, support and maintenance and/or other products set forth on Exhibit A.

2.2 Restrictions.

(a) To the extent permitted under applicable law, Reseller agrees not to market, sell, or distribute, directly or indirectly, any JASK Products for use by End Users outside the Territory unless Reseller notifies JASK and JASK grants its content, on a case-by-case basis. Any sale of JASK Products other than in accordance with this Agreement shall be deemed to be unauthorized and is prohibited by this section.

(b) It is understood that whether or not any intellectual property right controlled by JASK covers the manufacture, use, sale or importation of JASK Products by Reseller in any country, Reseller shall not have the right to manufacture, use, sell, import, or export JASK Products anywhere in the world except in accordance with the designated rights set forth in this Agreement.

2.3 Sales by JASK. JASK reserves the unrestricted right to market, distribute, and sell the Products inside and outside the Territory, including without limitation through original equipment manufacturers, value added resellers, distributors, and other third-party intermediaries and directly to End Users.

2.4 Compliance with Laws. Reseller must comply with all applicable laws and regulations when performing under this Agreement, including any import or export law and regulations. In addition, when selling JASK Products, Reseller shall sell only those versions of JASK Products which have obtained necessary third-party approvals for use or resale in the applicable country.

2.5 General Restrictions. Except as explicitly provided in this Agreement or unless expressly permitted by applicable law, Reseller will not, and will not permit or authorize End Users or other third parties to, reverse-engineer, decompile, disassemble, modify, or attempt to discern the composition of any JASK Product.

1. **ORDERS FOR PRODUCTS**

3.1 Generally. Subject to the terms and conditions of this Agreement, Reseller will promote to End Users the JASK Products. JASK may, in its sole discretion: (a) discontinue or limit its provision of any Product; (b) modify the design of, Specifications for, or construction of any JASK Product. The Price List will identify whether a JASK Product is software or cloud services.

3.2 Software Products. JASK will grant a software license to JASK Products which are software to End Users who purchase such licenses from Reseller. Reseller shall cause each End User to which Reseller has sold such licenses to software JASK Products to agree to the End User License Agreement ("**EULA**") applicable to such JASK Products. Reseller shall keep records thereof and shall provide copies on a quarterly basis.

3.3 Cloud Services. JASK will license and provide access to the JASK cloud services to End Users who purchase subscriptions to such cloud services from Reseller. Reseller shall cause each End User to which Reseller has sold subscriptions to JASK cloud services to agree to the terms of service applicable to such cloud services.

3.4 Order Submission by Reseller. Reseller will order JASK Products on behalf of End Users by submitting to JASK written purchase orders that set forth the details for the ordered JASK Products (i.e., type and quantity ordered, SKU number, delivery destination, requested shipment date) ("**Purchase Orders**"). All Purchase Orders must be issued against the then-current version of the Price List in effect; JASK may grant exceptions to this requirement on a case-by-case basis. The terms of this Agreement will govern each Purchase Order. The terms of a Purchase Order or any other purchasing document that conflicts with, or in any way purports to amend, any of the terms of this Agreement are hereby specifically objected to and will be of no force or effect. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement.

3.5 Review of Purchase Orders by JASK. No later than three (3) business days after receipt of a Purchase Order, JASK will advise Reseller in a written or electronic notice whether it has accepted or rejected the Purchase Order. JASK reserves the right to accept or reject Purchase Orders in its reasonable discretion. Each Purchase Order accepted by JASK will be an "**Accepted Order**". Reseller may not cancel or change any Accepted Order accepted by JASK. JASK reserves the right to cancel any Purchase Order previously accepted if determines that Reseller or the End User is in default of its obligations.

1. **ACCEPTED ORDERS FOR PRODUCTS**

4.1 Fulfillment of JASK Product Orders. JASK will use reasonable efforts to promptly fill all Accepted Orders.

4.2 Product Shipment Terms. All JASK Products that are physically delivered pursuant to this Agreement will be suitably packed for shipment in JASK standard shipping cartons, marked for shipment to the Reseller's or End User's address specified in a Purchase Order, and delivered from JASK facility or the facility of its contract manufacturer. Unless otherwise instructed in writing by Reseller in a Purchase Order, JASK will select the carrier. Reseller will pay all freight, insurance, and other shipping expenses. Reseller will also bear all applicable taxes, duties, and similar charges that may be assessed against the JASK Products after delivery to the carrier at JASK facilities.

1. **SUPPORT**

5.1 Support and Maintenance Services. Reseller will not provide technical support and maintenance for the Products to its end users. All support and maintenance for the Products shall be provided directly by JASK to the end users, and Reseller shall have no responsibility related thereto.

5.2 Technical Contacts. The individuals listed in **Exhibit B** will be the primary contacts for each Party with regard to RESELLER training and support services. Each Party will provide the other Party with written notice if its technical contact is changed. The Parties will select technical contacts that have been trained in the operation of the JASK Products.

5.3 Training. Reseller will ensure that its personnel receive appropriate training relating to the Products. As reasonably requested by Reseller and as mutually agreed, JASK will train Reseller personnel with respect to the JASK Products in accordance with JASK standard training practices, which may include online and video-based tutorials.

1. **PRICE AND PAYMENT**

6.1 Reseller shall receive the discounts on the Products and the Prices as set forth on Exhibit A. JASK reserves the right to change the list price of any Product at any time by providing thirty (30) days prior written notice to Reseller. Reseller shall have the right, in its sole discretion, to determine the prices for Products sold by Reseller to its Clients. JASK reserves the right to change its offering of Products, and to update, change or discontinue any Product, at any time; provided, however, that JASK shall abide by any JASK warranty terms and End User Agreements (as defined herein) with respect to any Products previously sold, and that JASK shall provide Reseller not less than thirty (30) days prior written notice of such update, change or discontinuation. JASK has no obligation to accept any order and may accept only a portion of an order.

6.2 Taxes and Fees. The prices are exclusive of taxes, and Reseller will be responsible for payment of all taxes and duties assessed in connection with the lease, shipment, and importation of the Products or receipt of any services, including but not limited to sales, value added and use taxes, customs duties and other governmental assessments, but excluding those taxes which are solely assessed based on JASK net income. All payments by Reseller will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes that are otherwise imposed on payments to JASK will be the sole responsibility of Reseller. Reseller will provide JASK with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by JASK to establish that such taxes have been paid.

6.3 Payment. Except as otherwise set forth on **Exhibit A** or otherwise agreed by JASK in writing, Reseller will pay the amounts indicated on JASK invoice within 30 days of the date of JASK invoice. JASK may issue an invoice at any time after shipment of the JASK Products. JASK will be entitled to set off and deduct from any money due Reseller, whether or not arising under this Agreement, any and all amounts due JASK from Reseller.

6.4 Order Procedure. All orders for Products (“Purchase Orders”) must be communicated to JASK in writing.

6.5 End User Agreement. All applicable end user agreements, licenses and documentation (collectively, “End User Agreements”) shall be directly between JASK and the end user. Reseller shall use commercially reasonable efforts to assist in the execution of such agreements where requested by JASK. Nothing in this Agreement shall limit any End User Agreements separately provided by JASK to end users.

6.6 Deal Registration: Prior to commencing a transaction, Reseller may identify the prospect by emailing a completed Deal Registration form, as set forth at Exhibit C to JASK. JASK shall respond to any Deal Registration request within five (5) business days with acceptance or rejection. In the event that JASK does not respond within the given timeframe, the Deal Registration will be deemed to have been rejected. JASK has no obligation to accept any proposed Deal registration. With acceptance, JASK agrees to pay Reseller the percentage set forth in the Deal Registration form if the deal closes with in ninety (90) days from the date of registration. At the end of the ninety (90) day period, Reseller may request an extension to the Deal Registration period for an incremental ninety (90) day period. JASK will have five (5) business days in which to accept or reject this extension. Lack of a response from JASK to the extension request will be deemed to be a denial of the extension.

6.7 Currency and Late Payment. All payments must be made in the currency of the applicable Price List. Late payments will accrue interest at the lesser of 1% per month and the highest rate allowed by applicable law. If Reseller breaches any of the terms or conditions of this Agreement, JASK will be entitled to employ any company, agency or attorney to collect amounts due and Reseller must pay to JASK all costs, expenses and fees, including reasonable attorney ' s fees, incurred by JASK in the enforcement of this Agreement.

6.8 Obligation to Pay. Reseller bears sole responsibility to pay for Accepted Orders of Products regardless of any non-payments by any of its End Users.

6.9 Records and Reporting. During the term of this Agreement and for three (3) years after the expiration or termination of this Agreement, Reseller will maintain at its primary place of business full, true, and accurate books of account (kept in accordance with generally accepted accounting principles) and records concerning all transactions and activities under this Agreement. Such books and records shall be made available to JASK upon reasonable request, and shall include and record, without limitation, all data that Reseller is required to provide with respect to JASK Product purchases (including End User contact information).

1. **TERM AND TERMINATION**

7.1 Term. This Agreement will commence upon the Effective Date and continue for 2 years, unless earlier terminated in accordance with the provisions of this Agreement (the "**Initial Term**"). This Agreement will then automatically renew for subsequent 1 year periods, unless at least 30 days prior to the end of the then current term, either Party provides notice to the other Party of the intent not to renew. (the Initial Term and subsequent renewals, collectively, the "**Term** ").

7.2 Termination for Uncured Material Breach. If either Party materially breaches this Agreement, the other Party may terminate this Agreement by giving 15 days' prior written notice if the matters set forth in such notice are not cured to the other Party' s reasonable satisfaction within the 15-da y period.

7.3 No Liability for Termination. Except as expressly required by law, if either Party terminates this Agreement in accordance with any of the provisions of this Agreement, neither Party will be liable to the other because of such termination for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases, or commitments in connection with the business or goodwill of the other Party. Termination will not, however, relieve either Party of obligations incurred prior to the effective date of the termination.

7.4 Effects of Termination

(a) Upon termination of this Agreement, all of Reseller' s rights under this Agreement

shall terminate.

(b) Within 15 days of expiration or termination of this Agreement, Reseller will:

(i) provide JASK with information with regard to status and number of existing commitments to supply the JASK Products to third parties for which JASK Products have not been ordered and negotiate in good faith with JASK the fulfillment , or termination through buy-out, of these commitments ; (ii) pay to JASK all amounts owed to JASK (iii) return to JASK all Confidential Information , Translated Documentation, and all other JASK materials , documentation , and data , including all promotional materials and demonstration or evaluation software or hard ware, in the possession of Reseller.

(c) Any provision that, by the nature of its terms, survives termination of this Agreement, will survive. In addition, Sections 6, 7.3, 7.4, 10, 11.1, 12, 1 3, and 14 survive any termination of this Agreement.

1. **SALES AND MARKETING**

8.1 Sales and Marketing. Efforts Reseller shall use commercially reasonable efforts to promote the sale and distribution of the Products. JASK will provide Reseller with advertising, marketing and sales materials. Reseller will obtain JASK’s permission if Reseller creates any Product marketing materials. JASK shall use commercially reasonable efforts to support Reseller in its promotional efforts by providing reasonable marketing, technical, and sales support. Within 15 days of the end of each month, Reseller will provide JASK with a sales report in an electronic format as provided by JASK. Reseller will provide to JASK good faith monthly rolling forecasts of Reseller’s anticipated requirements for Products and Services in the six-month period following the date of such forecast. Such forecasts shall not be deemed to be a binding commitment by Reseller.

8.2 Advertising and Marketing Practices. In advertising, marketing, and reselling the

Products , providing the training and support services, and otherwise performing under this Agreement, Reseller will : (a) not engage in any deceptive, m is le a ding, illegal, or unethical practice s; (b) not make any representations, warranties , or guarantees concerning the JASK Products , or an y support services that are inconsistent with or in addition to those made by JASK in this Agreement; (c) comply with all applicable laws and regulations; and (d) comply with Section 8.4 when using any materials to advertise or market the Products.

8.3 Training. Reseller will ensure that its sales representatives and agents attend any requested trainings offered by JASK, receive appropriate training relating to the JASK Products, and provide with access to their available training resources and programs.

8.4 Sales and Marketing Literature. JASK may furnish Reseller, in electronic format, copies of sales, marketing, and promotional materials that Reseller may use for Reseller's own sales, marketing, and promotional purposes related to the JASK Products in accordance with this Agreement, provided that Reseller adheres to JASK’s trademark guidelines and copyright restrictions provided from time to time.

8.5 Exclusivity**.** The relationship between JASK and Reseller is not exclusive, and nothing in this Agreement shall prohibit either party from purchasing, selling, or licensing any products from or to any third party or otherwise providing services to or doing business with any third party.

8.6 Reseller Conduct. Reseller agrees: (a) not to falsely disparage the Products or engage in any unethical practices that are detrimental to JASK or the Products; and (b) to make no false representations about JASK or the Products (c) that Reseller and all of Reseller’s Product Clients are bound by, and will abide by, all Software End User agreements (including licensing agreements) if and when the Products are first used, (d) that Reseller will use commercially reasonable efforts to ensure that all of Reseller’s Clients are subject to and have been provided a copy of such End User agreements.

1. **NAME AND TRADEMARK USAGE**

9.1 Use of Company Names. JASK may identify Reseller in JASK advertising and marketing materials as reseller and referral partner for JASK Products. Reseller may identify JASK as the original equipment manufacturer of JASK Products in Reseller' s advertising and marketing materials if such materials are approved in writing in advance by JASK, which approval will not be unreasonably withheld.

9.2 Trademarks. Subject to the provisions of this Section 9.2, during the term of this Agreement, Reseller may advertise the JASK Products with JASK trademarks, trade names, service marks, and logos of (“**JASK Trademarks**"), subject to JASK’s prior inspection and written approval of all materials bearing JASK Trademarks. Reseller will not have the right to use any Reseller trademarks to co- brand any Product or Documentation without JASK's prior written consent in each instance. All representations of JASK Trademarks that Reseller intends to use, including any co- branding, will first be submitted to JASK for approval of design, color, and other details. Reseller will fully comply with all guidelines, if any, communicated by JASK concerning the use of JASK Trademarks. JASK may modify any JASK Trademarks, at any time, or substitute an alternative mark for any JASK Trademarks.

9.3 Use of JASK Trademarks. Reseller will not alter or remove any JASK Trademarks affixed to or otherwise contained on or within the JASK Products. Except as set forth in this Section 9, nothing contained in this Agreement will grant or will be deemed to grant to Reseller any right, title, or interest in or to JASK Trademarks. All uses of JASK Trademarks and related goodwill will inure solely to JASK, and Reseller will obtain no rights or goodwill with respect to any JASK Trademarks, other than as expressly set forth in this Agreement, and Reseller irrevocably assigns to JASK all such right, title, interest, and goodwill, if any, in any of JASK Trademarks. At no time during or after the term of this Agreement will Reseller challenge or assist others to challenge JASK Trademarks (except to the extent expressly required by applicable law) or the registration thereof or attempt to register any JASK Trademarks or marks or trade names that are confusingly similar to those of JASK, anywhere in the world. Upon termination of this Agreement, Reseller will immediately cease to use all JASK Trademarks and any listing by Reseller of name in any telephone book, directory, public record, or elsewhere, must be removed by Reseller as soon as possible, but in any event not later than the subsequent issue of such publication.

9.4 Domains. Reseller will not register any internet domain names containing Trademarks or marks or trade names that are confusingly similar to those of JASK. If JASK provides Reseller with control over, or a right to use an internet domain name owned by JASK, then Reseller may use such domain name only for the purpose of the sale and promotion of JASK Products. Reseller ma y not change any password or registration information with respect to such domain. Reseller acknowledges and agrees that JASK may revoke the right to use such domain at any time, and if requested by JASK shall remove or modify any content on such domain.

1. **PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

10.1 Proprietary Rights. As between JASK and Reseller, JASK owns all right, title, and interest in (including all intellectual property rights in and to) the JASK Products, Documentation, Specifications, and other materials provided by JASK to Reseller under this Agreement. Reseller will not act to jeopardize, limit, or interfere in any manner with, JASK's ownership of and rights with respect to intellectual property in the JASK Products, JASK Trademarks, Documentation, or other materials provided by to Reseller under this Agreement.

10.2 Reseller Proprietary Rights and Notices. Reseller will have only those rights in or to the JASK Products, JASK Products, and Documentation granted to it pursuant to this Agreement or otherwise as expressly provided by applicable law. Reseller and its employees and agents will not remove or alter any copyright, patent, patent pending, or other proprietary notices, legends, symbols, or labels appearing on the JASK Products, Documentation, or other materials delivered by JASK

10.3 Confidential Information. Reseller will maintain the confidentiality of: (a) the terms of this Agreement and the Price List; (b) any non-public information disclosed by JASK to Reseller in connection with this Agreement , including trade secrets, know-how, software source code, pricing information, sales plans, marketing plans, and business plans , and all (c) information and data regarding the JASK Products, including Reseller 's feedback regarding the same (collectively "**Confidential Information**"). Reseller will not use or disclose the Confidential Information except to the extent required to perform its obligations under this Agreement.

1. **WARRANTY DISCLAIMER**

11.1 Disclaimer. JASK MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO RESELLER, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. JASK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTIC ULAR PURPOSE, QUALITY, ACCURACY, AND NONINFRINGEMENT. JASK DOES NOT WARRANT TO RESELLER THAT THE JASK PRODUCTS WILL ACHIEVE ANY LEVEL OF PERFORMANCE OR THAT THEY WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION.

1. **LIMITATIONS OF LIABILITY**

12.1 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AG REEMENT , JASK WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO RES ELLER , END USERS OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL , PUNITIVE, OR EXEMPLARY DAMAGES , OR, LOST PROFITS, LOSS OF BUSIN ESS, COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT , EVEN IF JASK IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. RESELLER SHALL LIMIT AND DISCLAIM JASK LIABILITY FOR SUCH DAMAGES TO END USERS.

12.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL JASK'S TOTAL LIABILITY TO RESELLER OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY RESELLER TO JASK UNDER THIS AGREEMEN T DURING THE TWELVE (12) MONTH PERIOD OF TIME PRECEDING THE EVENTS GIVING RISE TO THE CLAIMS AT ISSU E.

12.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY JASK TO RESELLER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS

AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE PROVISIONS OF THIS AGREEMENT UNDER WHICH THE LIABILITY OF JASK IS EXCLUDED OR LIMITED WILL NOT APPLY TO THE EXTENT THAT SUCH EXCLUSIONS OR LIMITATIONS ARE DECLARED ILLEGAL OR VOID UNDER THE LAWS APPLICABLE IN RES ELLER ' S JURISDICTION, UNLESS THE ILLEGALITY OR INVALIDITY IS CURED UNDER THE LAWS OF RESELLER'S JURIS DICTION BY THE FACT THAT THE LAW OF THE STATE OF CALIFORNIA GOVERNS THIS AGREEMENT.

1. **RESELLER INDEMNIFICATION**

13.1 Defense of Claims. Reseller will defend, indemnify and hold harmless JASK and its affiliates and their employees, directors, agents, and representatives (the "**JASK** **Indemnified Parties**") from any actual or threatened third party claim arising out of or based upon Reseller's performance or failure to perform under this Agreement, its negligence or willful misconduct, or its breach of this Agreement. The JASK Indemnified Parties will: (a) give Reseller prompt written notice of the claim; (b) grant Reseller full and complete control over the defense and settlement of the claim; and (c) assist Reseller with the defense and settlement of the claim as Reseller may reasonably request.

13.2 Indemnification. Reseller' s indemnification obligations will include indemnifying each of the Indemnified Parties against: (a) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 13.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys ' fees and costs incurred without Reseller's consent after Reseller has accepted defense of such claim) ; and (c) if any proceeding arising under Section 13 . 1 is settled, Reseller will pay any amounts to any third party agreed to by Reseller in settlement of any such claims.

1. **GENERAL PROVISIONS**

14.1 Assignment. Reseller may not transfer or assign this Agreement, in whole or in part, without the prior written consent of JASK, which consent will not be unreasonably withheld. Any attempt by Reseller to transfer or assign this Agreement without consent will be null and void. JASK may transfer or assign this Agreement without Reseller's consent, to an affiliate or a successor of all or substantially all of its business pertaining to this Agreement, whether by merger, consolidation, transfer or sale of all or substantially all of its business, assets, or equity.

14.2 Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act and with JASK's corporate policies regarding foreign business practices, Reseller and its employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government within the Territory or the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist in obtaining, retaining , or directing any such business.

14.3 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any actions arising out of or in connection with this Agreement will be heard in the federal, state, or local courts JASK and each Party here by irrevocably consents to the exclusive jurisdiction and venue of these courts.

14.4 Notices. Except as otherwise expressly provided for with respect to notice of sales leads, any notice , request, demand , or other communication required or permitted in this Agreement will be in writing, will reference this Agreement, and will be effective: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) four business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two business days after deposit with an express courier , with written confirmation of receipt. All notices will be sent to the address set forth below or other address for a Party as specified in writing by that Party.

14.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

14.6 Waiver. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of these rights. Any clerical, stenographic or mathematical errors made in an order placed under this Agreement will be subject to correction upon discovery.

14.7 Relationship between the Parties. Nothing in this Agreement creates a partnership, joint, venture, or agency relationship between the Parties.

14.8 Force Majeure. JASK is not responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control. If the performance of JASK is interfered with for reasons beyond its reasonable control, JASK upon prompt written notice to Reseller, will be excused from performance to the extent of the interference. JASK will take all reasonable steps to remove the causes of non-performance and resume performance as soon as the causes are removed.

14.9 Entire Agreement. This Agreement is the complete and exclusive agreement between the Parties with respect to the subject matter of this Agreement, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding this subject matter. The body and Exhibits of this Agreement will also supersede the conflicting terms of any purchase order or any other Reseller document. JASK hereby expressly rejects terms and conditions preprinted on any Reseller document. Any terms in any other order, release, contract, or other communication that are additional to, different from, or inconsistent with the provisions of this the body and Exhibits of this Agreement will be deemed to be void and of no effect. This Agreement may only be modified, or any rights under it waived, by written agreement signed by an authorized agent of the Party against whom enforcement is sought. Section headings are provided for convenience only and will not affect interpretation.

14.10 English Language. This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will not be binding on the Parties. All communications and notices to be made or given pursuant to this Agreement will be in the English language.

14.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer, nor will anything contained in this Agreement confer on, any person other than the Parties and the respective successors or permitted assigns of the Parties, any rights, remedies, obligations or liabilities.

**JASK INC.** **FISHTECH GROUP, LLC.**

Name: Name:

Title: Title:

Signature: Signature:

Date: Date:

**EXHIBIT A**

**RESELLER TERMS**

1. Territory. Reseller's Territory is: United States

2. Product: All JASK Products

3. Discount. Reseller 's discount from JASK's list prices with Deal Registration will be 35 %, or in accordance with any published reseller program effective at any time. JASK reserves the right to change their reseller program from time to time at JASK's sole discretion with 30 days written notice.

**EXHIBIT B**

**TECHNICAL CONTACT’S SUPPORT**

**JASK INC.** **RESELLER TECHNICAL CONTACT**

Name: Name:

Address: Address:

Phone: Phone:

Fax: Fax:

Email: Email:

JASK will provide infrastructure to ensure that End Users receive support, including at a minimum a phone number, an email address, and on-site support. X will comply with the terms of its then-current support program and other services offered from time to time, and will otherwise use all commercially reasonable efforts to assist End Users to resolve any questions concerning the JASK Products.

**Exhibit C**

**Deal Registration Form**

Date:

Reseller:

Address:

Phone#:

Fax#:

Email Address:

Prospect’s Name:

Contact Name:

Address:

Phone#:

Email Address:

Reseller Signature:

Print Name & Title:

Detailed Opportunity Description: [Please provide an explanation of underlying opportunity.]

Reseller Sales Process Commitment: [Please provide a description of steps to be taken to bring deal to closure and resources you need from JASK]

• *Claim Form (to be completed by Reseller)*

|  |
| --- |
| Sales Order No & Date: |
| Reseller |
| Fee Period: [from when to when] |
| Referral Claim Date: |
| Referral Fee Approved Amount: |
| % of Product Sale OR Other amount (specify) |
| Referral Fee Approved By: |

Reseller Date

(sign & print name)

JASK Date