



## Reseller Partner Agreement (SaaS)

This RESELLER PARTNER AGREEMENT (this “**Agreement**”) is entered into as of [insert date] (the “**Effective Date**”) by ASC Networks Inc., an Ontario corporation with offices at 235 Terence Matthews Crescent, Ottawa, Ontario, K2M 2B3 Canada (“**ASC**”) and [insert full Reseller entity name], a [jurisdiction] corporation with offices at [insert Address] (“**Reseller**”) and describes the terms and conditions pursuant to which ASC will make the Services (as defined below) available for re-sale by Reseller.

### 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 Reseller has re-sold Services.

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

**1.4 “Deliverable”** means any software, equipment consultations, documentation and/or other materials prepared by ASC for Reseller as described in an SOW.

**1.5 “Fees”** means the fees (as specified in each Order Form) payable by Reseller to ASC for the re-sale of the Services to Customers.

**1.6 “Initial Term”** has the meaning ascribed to that term in Section 8.1.

**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-ASC Applications”** means online applications and offline software products provided by entities or individuals other than ASC 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 ASC and Reseller (or Affiliates of ASC and Reseller) 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 “Professional Services”** means the services to be provided by ASC to Reseller as described in an SOW, which may include, without limitation, engineering, maintenance, installation, design consulting, business planning, network planning and analysis.

**1.11 “Renewal Term”** has the meaning ascribed to that term in Section 8.1.

**1.12 “Reseller Agent”** means a person or entity that Reseller appoints to market, promote or re-sell Services on behalf of Reseller.

**1.13 “Reseller Data”** means all electronic data or information submitted by Reseller to the Services.

**1.14 “Services”** means the products and services that are ordered by Reseller pursuant to an Order Form and made available by ASC online via the login link at <http://www.ascnet.com> and/or other web pages designated by ASC, including associated offline components, as described in the User Guide. “Services” exclude Non-ASC 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 8.1.

**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 ASC.

**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 Reseller (or by ASC at Reseller’s request). 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, ASC hereby appoints Reseller, and Reseller 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 ASC approved reseller of the Services for the Territory. Reseller shall market, promote and re-sell the Services to Customers and potential Customers in the Territory, at its own expense and using its own efforts with its own sales force (including Reseller Agents). Reseller shall pay ASC the Fees set forth in each Order Form which Order Forms will reflect the discount specified in Schedule A. ASC shall make the Services available to Reseller for re-sale to Customers pursuant to this Agreement and in accordance with the number of User licenses and for the subscription terms specified in the Order Forms entered into by ASC and Reseller.

**2.2 ASC Responsibilities for the Services.** ASC shall provide Reseller with the Services within the Territory for the purpose of the resale to Customers. The Services shall be made available by ASC subject to any unavailability caused by circumstances beyond ASC'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 ASC'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. ASC shall attempt to notify Reseller of scheduled and unscheduled network outages that are expected to last more than four (4) hours and that may affect the Services. ASC shall be entitled to change the Services during the Term provided that ASC will not materially reduce the capabilities provided by the Services.

**2.3 Reseller Responsibilities.** Reseller shall maintain marketing and customer service standards that are appropriate in order to maintain high-quality Services and to reflect favorably on Reseller's and ASC's reputation. Reseller 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. Reseller shall be responsible for all activities of its Customers and Reseller shall (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and shall notify ASC 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 Reseller, in accordance with any applicable regulations. ASC shall have no obligation to determine such terms and conditions and ASC shall have no obligation to deal directly with Customers or for any customer service activities for or in respect of Customers. Reseller shall not make any representations or warranties on behalf of ASC or in any way bind or attempt to bind ASC contractually or otherwise with any Customer(s).

**2.6 Restrictions.** Reseller 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.** ASC and its suppliers and/or licensors own 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. Reseller agrees that only ASC shall have the right to maintain, enhance or otherwise modify the Services. If Reseller provides ASC with reports of defects in the Services or proposes or suggests any changes or modifications (collectively "Feedback"), ASC shall have the right to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into ASC's software products and/or services, including, without limitation, the Services, without any obligation to Reseller. Except

as expressly set forth in this Section 2, ASC reserves all rights and grants Reseller no licenses of any kind, whether by implication, estoppel, or otherwise.

**2.8 Non-Competition.** During the Term, Reseller shall not: (a) directly or indirectly market, promote, or solicit customers or subscriptions for, supply, sell or re-sell 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. ASC 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 Reseller's Use of Agents and Subcontractors.** Reseller may, without the prior written consent of ASC, appoint Reseller Agents to market, promote and/or re-sell the Services within the Territory, provided that Reseller 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 Reseller Agents, and any acts or omissions of any of its Reseller Agents shall be attributed to Reseller, and Reseller shall: (a) be liable to ASC for all losses, costs, damages and expenses of whatsoever nature, that ASC may sustain or incur as a result or in connection with any act or omission of any Reseller Agent, provided that Reseller shall be entitled to the benefit of any limitations in this Agreement to the same extent as if such acts or omissions had been those of Reseller and (b) indemnify ASC, its officers, directors, employees, agents and Affiliates (including their officers, directors, employees, agents) from and against any and all actions, causes of action, claims and demands of whatsoever nature caused by, arising directly or indirectly out of, or in connection with any acts or omissions of any Reseller Agent, provided that Reseller shall be entitled to the benefit of any limitations in this Agreement to the same extent as if such acts or omissions had been those of Reseller.

**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 thereunder, 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 Professional Services.** Upon execution of an SOW by the parties and subject to the terms and conditions set forth in Schedule B, Reseller may retain ASC to provide Professional Services (including the development of Deliverables) for Reseller, all as described in such SOW. If Reseller submits a purchase order for Professional Services, such order shall not be binding upon ASC until accepted by ASC. ASC shall respond to each such order submitted by Reseller within five (5) business days following receipt thereof. Once an order has been accepted, it shall be subject to the terms and conditions of this Agreement (such terms superseding any and all pre-printed terms and/or conditions within such order).

**2.12 Customer and Reseller Data.** ASC shall have the limited right to use the Customer Data and Reseller Data to provide the Services in accordance with this Agreement and Reseller shall obtain such rights from its Customers for ASC. Subject to the limited rights granted to ASC pursuant to this Agreement, ASC acquires no right, title or interest from Reseller or any Customers under this Agreement in or to Customer Data and Reseller Data, including any intellectual property rights therein.

### 3 SERVICES SETUP AND OPERATION

**3.1 Launch of the Services with Reseller.** Upon execution of this Agreement, the parties will co-operate and use commercially reasonable efforts to integrate the Services with any Reseller software or infrastructure with which the Services need to interact in order to allow the Services to be marketed by Reseller to Customers in the Territory. Once the Services have been integrated with Reseller's software or infrastructure and the parties agree that the integrated Services are of a reasonable quality (having regard to similar commercial offerings), the Reseller shall be entitled to begin reselling the Services to Customers in the Territory.

**3.2 Support.** ASC shall provide basic support for the Services to Reseller at no additional charge and/or upgraded support if purchased separately by Reseller. Reseller 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 Reseller 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 ASC, 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 ASC; and (vii) escalating the error notification to ASC. Under no circumstances will ASC be obliged to deal directly with a Customer or User.

**3.3 White Labelling.** If mutually agreed by the parties in writing, ASC shall brand the Services with Reseller-specific branding prior to making the Services available for re-sale by Reseller. The Services shall also be branded with “powered by ASC” marks and logos as the parties mutually agree. The Services shall in all cases retain any relevant patent, copyright and/or other intellectual property notices as may be determined to be appropriate by ASC. Reseller shall provide, in softcopy/electronic format as reasonably specified by ASC, the Reseller-specific branding to be used to white-label the Services. ASC shall provide Reseller with access to the white-labeled Services to review prior to making any production versions of the white-labeled Services commercially available for re-sale by Reseller. Reseller shall use commercially reasonable efforts to promptly review the white-labeled Services. The Reseller-specific branding will be applied to the Services by ASC for the fees specified in the applicable SOW for such Professional Services. ASC shall only use any Reseller-specific branding materials provided to ASC for the purposes of re-branding the Services as contemplated in this Section 3.3 and for the operation of the white-labeled Services. Except for the foregoing limited rights, Reseller shall retain all right, title and interest in the Reseller-specific branding provided to ASC.

**3.4 Acquisition of Non-ASC Products and Services.** ASC or third parties may from time to time make available to Reseller third-party products or services, including but not limited to Non-ASC Applications and implementation, customization and other consulting services. Any acquisition by Reseller of such non-ASC products or services, and any exchange of data between Reseller or its Customers and any non-ASC provider, is solely between Reseller or the applicable Customer, as the case may be, and the applicable non-ASC provider. ASC does not warrant or support non-ASC products or services, whether or not

they are designated by ASC as “certified” or otherwise, except as specified in an Order Form. Subject to Section 3.6, no purchase of non-ASC products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

**3.5 Non-ASC Applications and Customer and Reseller Data.** If Reseller or any of its Customers installs or enables Non-ASC Applications for use with the Services, Reseller acknowledges that ASC may allow providers of those Non-ASC Applications to access Customer Data and Reseller Data as required for the interoperation of such Non-ASC Applications with the Services. ASC shall not be responsible for any disclosure, modification or deletion of any Customer Data and Reseller Data resulting from any such access by Non-ASC Application providers. The Services shall allow Customers to restrict such access by restricting Customer users from installing or enabling such Non-ASC Applications for use with the Services.

**3.6 Integration with Non-ASC Services.** The Services may contain features designed to interoperate with Non-ASC Applications. To use such features, Reseller and Customers may be required to obtain access to such Non-ASC Applications from their providers. If the provider of any such Non-ASC Application ceases to make the Non-ASC Application available for interoperation with the corresponding Service features on reasonable terms, ASC may cease providing such Service features without entitling Reseller or any Customers to any refund, credit, or other compensation.

**3.7 ASC Protection of Customer Data.** ASC shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. ASC 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 5.5 or as expressly permitted in writing by Reseller or the applicable Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Reseller’s request in connection with Customer support matters.

**3.8 Reseller Responsibilities.** Reseller shall (i) be responsible for Customers’ and Users’ compliance with ASC’s policies and procedures applicable to the Services; (ii) be responsible for the accuracy, quality and legality of the Customer Data and of the means by which it was acquired. Reseller shall not: (a) make the Services available to anyone other than Customer and Users; (b) sell, resell, rent or lease the Services 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. Reseller shall, 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.

**3.9 Usage Limitations.** If ASC opts to impose Services limitations on all customers, such as but not limited to disk storage space, application programming interface calls, ASC will use commercially reasonable efforts to provide at least three (3) months written notice of such limitations to Reseller.

## **4 PAYMENT TERMS AND TAXES**

**4.1 Customer Pricing and Responsibility.** All fees, rates or charges charged by Reseller to Customers for the Services shall be determined solely by Reseller. ASC shall have no authority or responsibility to determine such fees or other amounts, and ASC shall have no responsibility for billing or collecting such fees or any other amounts from Customers. Reseller is solely responsible for payment to ASC for all Fees for the Services re-sold to Customers. In connection with such activities, Reseller will act in all respects for its own account and will be responsible for such matters as credit verification, deposits, billing, collection, bad debts and any unauthorized use of the Services by or on behalf of Customers. ASC is obligated only to Reseller, with which it is in privity of contract, and not to Customers, with whom ASC is not in privity of contract. Customers are not to be deemed third-party beneficiaries of this Agreement.

**4.2 Fees.** Reseller 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 monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, Fees for User subscriptions added in the middle of a monthly period

will be charged for that full monthly period and the monthly periods remaining in the subscription term.

**4.3 Payment Terms.** All payments under this Agreement shall be made within thirty (30) days after the receipt of the applicable invoice. All amounts are payable in United States dollars unless specified otherwise on the Order Form or SOW. Any amounts not paid when due shall accrue interest at the lesser of one and one half percent (1.5%) per month (19.57% annually) or the maximum rate allowed by law. If Reseller has been delinquent in its payments, ASC may condition future subscription renewals and Order Forms on prepayment or payment terms shorter than those specified in this Section 4.3.

**4.4 Suspension of Services and Acceleration.** If any amount owing by Reseller under this or any other agreement for the Services is thirty (30) or more days overdue, ASC may, without limiting ASC's other rights and remedies, accelerate Reseller's unpaid Fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend provision of the Services to Reseller and the Customers until such amounts are paid in full. ASC will give Reseller at least seven (7) days prior notice that its account is overdue, before suspending the Services.

**4.5 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"). Reseller is responsible for paying all Taxes associated with its purchases pursuant to this Agreement. If ASC has the legal obligation to pay or collect Taxes for which Reseller is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Reseller, unless Reseller provides ASC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, ASC is solely responsible for taxes assessable against ASC based on its income, property and employees.

## **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 Injunctive Relief.** Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**5.4 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.

**5.5 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. ASC warrants that (i) the Services shall perform materially in accordance with the User Guide, (ii) subject to Section 3.4 and 3.6, the functionality of the Services will not be materially decreased during a subscription term, and (iii) ASC will not transmit Malicious Code to Reseller or any Customers provided that if Reseller, 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. For any breach of a warranty above, Reseller's exclusive remedy shall be as provided in Section 8.2 and Section 8.6 below.

**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 ASC 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 INDEMNITY**

**7.1 ASC IP Indemnity.** ASC shall defend and/or settle at its expense, any claims, actions or proceedings against Reseller to the extent arising out of or relating to any misappropriation or infringement by the Services or the User Guide of any third party’s proprietary or intellectual property right (“Reseller Claims”), and ASC shall pay all damages finally awarded by a court of competent jurisdiction to such third party against Reseller, or any settlement amounts agreed by ASC in writing; subject to the conditions that, Reseller shall notify ASC promptly of any Reseller Claims, permit ASC to control the defense and settlement of such Reseller Claims (provided that Reseller may participate with counsel of its own choosing, at its own expense), and assist ASC, at ASC’s expense, in defending or settling such Reseller Claims. ASC shall not be liable for any settlement amounts entered into by Reseller without ASC’s prior written approval. If ASC has reason to believe that it would be subject to an injunction or continuing damages based on the Services, then ASC shall be entitled to either modify the Services to make it non-infringing and/or remove the misappropriated material, replace the Services or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require Reseller and the Customers to cease reselling, receiving and/or using the Services, as the case may be, and refund to Reseller (a) a pro-rata portion of any one (1) time Fees (based on a three (3) year, straight-line

depreciation schedule from the date of payment), and (b) any Fees that have been pre-paid by Reseller but are unused. The foregoing notwithstanding, ASC shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of Services with any other service, software, data or products not provided by ASC, which claim would have been avoided if the Services had not been so combined; or (ii) the use of any material provided by Reseller or any Customers; (iii) any use or re-sale of the Services outside the Territory; or (iv) any breach by Reseller of this Agreement or by any Customers of any Services policies and/or procedures. THE FOREGOING IS ASC’S SOLE AND EXCLUSIVE LIABILITY, AND RESELLER’S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

**7.2 Reseller Indemnity.** Reseller shall defend and/or settle at its expense, any claims, actions or proceedings against ASC and its Affiliates and its and their officers, directors, employees and contractors (the “ASC Indemnified Parties”) to the extent arising out of or relating to (a) bodily injury or damage to tangible or real property, including death, caused by or arising out of any negligent act or omission of Reseller or those for whom Reseller is responsible for at law; (b) the provision, use or failure of any product or service provided by Reseller; (c) any representations or warranties made by Reseller in respect to the Services or any portions thereof beyond those authorized in this Agreement; (d) any infringement or misappropriate of any intellectual property or other rights by any Customer Data; (e) any violation of any law or regulation by Reseller or any of its Affiliates or any of its or their officers, directors, employees, contractors or agents; or (f) real or tangible property damage or bodily injury or death caused by the negligent or wilful acts or omissions of the Reseller or any of its Affiliates or any of its or their officers, directors, employees, contractors or agents in connection with this Agreement (“ASC Claims”), and Reseller shall pay all damages finally awarded by a court of competent jurisdiction to such third party against any of the ASC Indemnified Parties, or any settlement amounts agreed by Reseller in writing; subject to the conditions that, ASC shall notify Reseller promptly of any ASC Claims, permit Reseller to control the defense and settlement of such ASC Claims (provided that ASC may participate with counsel of its own choosing, at its own expense), and assist Reseller, at Reseller’s expense, in defending or settling such ASC Claims. Reseller shall not be liable for any settlement amounts entered into by ASC without Reseller’s prior written approval.

## 8 TERM AND TERMINATION

**8.1 Term.** This Agreement shall commence as of the Effective Date and shall continue in effect for an initial term of three (3) years (such initial term referred to in this Agreement as the “Initial Term”). Thereafter, the term of the Agreement shall be automatically renewed annually 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”.

**8.2 Termination.** This Agreement may be terminated as follows: (a) if Reseller fails to make any payment due hereunder within thirty (30) days after receiving written notice from ASC that such payment is delinquent, ASC may terminate this Agreement on written notice to Reseller at any time following the end of such period; (b) 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; (c) 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 (d) without cause, with a ninety (90) day written notice. If Reseller terminates this Agreement, such termination shall not affect Reseller’s right to provide Customers with Reseller’s own products and services that do not use or depend on the Services or any Deliverables.

**8.3 Term of Purchased User Subscriptions.** User subscriptions purchased by Reseller 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), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless ASC has given Reseller written notice of a pricing increase at least sixty (60) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed seven percent (7%) of the pricing for

the Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

**8.4 Survival.** The following sections shall survive the termination or expiration of this Agreement for any reason: 1, 2.7, 2.12 (for sixty (60) days after expiration or termination of the Agreement), 5, 6, 7, 8.4, 8.5, 8.6, 8.7, 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 ASC or else destroy those copies and provide assurances (signed by an officer of Reseller) to ASC that it has done so.

**8.6 Rights upon Termination.** Termination is not an exclusive remedy and is in addition to other rights or remedies that may be available. Upon any termination for cause by Reseller, ASC shall refund Reseller any prepaid Fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by ASC, Reseller shall pay any unpaid Fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any expiration or termination relieve Reseller of the obligation to pay any Fees payable to ASC for the period prior to the effective date of termination. If this Agreement is not terminated for a breach by Reseller and if each of the parties is amenable to such an arrangement, then for any Customers to whom Reseller has sold subscriptions for the Services during the Term, ASC will continue to provide Services for such Customers for the remainder of their then-current subscription period (as of the effective date of termination or expiration of this Agreement) subject to payment of the applicable fees for such Customers and subject to Reseller’s continued compliance with the terms and conditions of this Agreement, which shall continue in respect to such Customers. In the interest of absolute clarity on this, it is agreed between both the parties that if the Agreement is not terminated for a breach by Reseller and if each of the parties is amenable to such an arrangement, then once the Reseller has sold a subscription for the Services to a Customer during the Term, ongoing revenue for the remaining term of such Customer’s subscription (as of the effective date of termination or expiration of this Agreement) will continue to be shared as per the clauses in this Agreement and both parties shall continue to provide services to such Customer in the manner prescribed in this Agreement for the remainder of such subscription term.

### **8.7 Return of Customer and Reseller Data.**

Upon request by Reseller made within thirty (30) days after the effective date of termination or expiration of a Services subscription, ASC will make available to Reseller for download a file of such Customer Customer Data or Reseller Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, ASC shall have no obligation to maintain or provide any of such Customer Customer Data or Reseller Data and shall thereafter, unless legally prohibited, may delete all of such Customer's Customer Data or Reseller's Data in ASC's systems or otherwise in ASC's possession or under ASC's control.

## **9 LIMITATION OF LIABILITY**

**9.1 WITH THE EXCEPTION OF A PARTY'S OBLIGATION TO PROVIDE INDEMNIFICATION UNDER THIS AGREEMENT AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, OR ITS LICENSORS OR SUPPLIERS 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. IN NO EVENT SHALL ASC, ITS AFFILIATES OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS BE LIABLE TO RESELLER FOR MORE THAN THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES UP TO THE GREATER OF U.S. \$100,000.00 (OR EQUIVALENT IN LOCAL CURRENCY) OR THE CHARGES FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM, WHICHEVER IS LESSER, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE FOREGOING LIMITATION ON DIRECT DAMAGES SHALL NOT APPLY TO ANY BREACH BY ASC OF ITS CONFIDENTIALITY**

**OBLIGATIONS OR ASC'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.1. THE PARTIES AGREE THAT THIS SECTION 9 REPRESENTS A REASONABLE ALLOCATION OF RISK.**

## **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, ASC 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 ASC's pr 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 Province of Ontario, Canada, without regard to its conflict of law principles. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of

Ontario in Ottawa, Ontario, Canada. . 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*. Reseller agrees to fully comply with all export, re-export and import restrictions and regulations of all agencies and/or authorities of any applicable countries.

**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.

**10.14 Federal Government End Use Provisions.** ASC provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services consist only of those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with ASC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

**10.15 ASC Affiliates.** ASC may use one or more Affiliates to perform its obligations under this Agreement, provided that such use will not affect ASC’s obligations hereunder.

**10.16 Complete Understanding.** This Agreement, including all Order Forms, Statements of Work and Schedules, 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:**

	<b>ASC Networks Inc.</b>
Signature	Signature
Name	Name
Title	Title
Date	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**

Reseller agrees to generate a minimum of 50 new user licenses (Sales Goal) per quarter during the term of this Agreement. For all multi-year customer agreements, ASC will credit fifty percent (50%) of the following year's associated user licenses towards Reseller's Sales Goal.

**LICENSE FEES**

The license Fees will be as specified in each Order Form for each applicable Customer, which Fees will reflect a ten percent (10%) discount from ASC's standard listed prices. The discount rate may be reduced depending on geographic location within the Territory or transaction size.

**TERRITORY**

North America (USA & Canada)

## SCHEDULE B

### PROFESSIONAL SERVICES TERMS AND CONDITIONS

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.

ASC is willing to provide Professional Services (including the development of Deliverables) on a time and materials or fixed price basis according to the terms and conditions set forth in this Schedule B or such other form as the parties may agree in writing. Such Professional Services may include: instruction and training on the use of ASC products and services; installation, configuration, maintenance and testing of ASC products and services; evaluation, design and implementation of system architectures; business and network planning; and custom software development.

1. **General.** All Professional Services to be performed and Deliverables to be developed by ASC at Reseller's request shall be described in a Statement of Work, in the form attached as Appendix A to this Schedule B. Upon execution by authorized representatives of each party, each Statement of Work shall become a part of the Agreement. Each Statement of Work will incorporate the terms and conditions of this Schedule B. In the event of a conflict between the Statement of Work and this Schedule B or the Agreement, this Schedule B or the Agreement, as the case may be, shall prevail.

2. **ASC's Obligations.** ASC shall perform Professional Services and develop Deliverables for Reseller as described in any Statements of Work agreed to by the parties. ASC shall perform such Professional Services and develop Deliverables in a reasonable, professional and workmanlike manner in keeping with industry standards and practices. ASC shall be entitled, in its sole discretion, to determine the method and means for performing the Professional Services and developing the Deliverables. Reseller acknowledges and agrees that ASC may retain the services of independent consultants ("Subcontractors") from time to time to perform, or to assist ASC in performing the Professional Services and developing the Deliverables under this Schedule B or a Statement of Work. ASC personnel or Subcontractors shall remain under the direction and control of ASC. ASC shall in the performance of any Professional Services and development of any Deliverables use reasonable efforts to comply with all Reseller procedures and rules which have been communicated to ASC in writing.

3. **Reseller Obligations.** Reseller acknowledges and agrees that performance of Professional Services is heavily dependent upon information and responses to be provided by Reseller. Accordingly, in addition to any specific responsibilities set out in the SOW, Reseller shall: (i) provide the appropriate and necessary resources, and timely and accurate information and documentation, as reasonably required by ASC, to allow ASC to perform the Professional Services and develop the Deliverables; (ii) carry out reviews and respond to requests for approval and information on a timely basis; (iii) ensure that ASC has available to them personnel familiar with Reseller's requirements and with the expertise necessary to permit ASC to undertake and complete the Professional Services; and (iv) Reseller shall make available to ASC all equipment, material, information, data, network access and/or facilities that ASC may reasonably require to carry out its obligations. Reseller acknowledges that any delay on its part in the performance of its obligations may have an impact on ASC's performance of its activities under this Agreement or under any Statement of Work and ASC shall not be liable for any delay to the extent caused by Reseller's failure to fulfill any of its requirements under the Agreement, this Schedule B and/or any SOW. If the Professional Services are performed on Reseller premises or if ASC needs to attend at Reseller premises for the development of the Deliverables, Reseller shall provide to ASC such workspace, computers, equipment and software as is reasonably required by ASC for the performance of the Professional Services and the development of the Deliverables.

Reseller shall designate a Project Management Contact for the purposes of communication with ASC. The Project Management Contact shall be the primary point of contact for Reseller with ASC for matters relating to the provision of Professional Services and development of Deliverables.

4. **Price and Payment.** Reseller shall pay ASC the fees set forth in the Statement of Work either on a time and materials basis at ASC's then-current price, or on a fixed price per project basis to be negotiated between the parties

and set forth in the applicable SOW. Reseller shall reimburse ASC for all reasonable out of pocket expenses (including travel, lodging and related expenses) incurred by ASC in the performance of any Professional Services or development of any Deliverables, provided that such expenses are approved in advance in writing by Reseller. The fees for Professional Services and development of Deliverables shall exclude all applicable federal, state, provincial, value-added, goods and services, harmonized and local taxes (other than taxes on ASC's net income).

Unless otherwise specified in the Statement of Work, ASC shall invoice Reseller for fees for Professional Services and development of Deliverables provided pursuant to this Agreement or a Statement of Work on a monthly basis. All such fees shall be paid within thirty (30) days of the date of the invoice.

5. **Term and Termination.** This Schedule B shall remain in effect only during the Term of the Agreement. Unless provided otherwise in a Statement of Work, Reseller may terminate a Statement of Work without cause upon thirty (30) days prior written notice to ASC. Unless provided otherwise in a Statement of Work, if Reseller terminates a Statement of Work for convenience, Reseller shall pay ASC the full fee for any Professional Services performed (including all other costs for which ASC has the right to reimbursement) up to the effective date of termination of such Statement of Work, provided that if the fee for any Deliverables are based on identified milestones being achieved by ASC, Reseller shall pay ASC the pro-rated fee for the next scheduled milestone with such pro-rated fee to be determined based on the percentage of time between the commencement of work on such milestone and the effective date of termination. For greater certainty, if the time from the commencement of work on the next milestone to the scheduled achievement date for that milestone is three (3) months, and if the effective date of termination occurs at the two (2) month point in such timeframe, then Reseller shall pay ASC two-thirds of the fee for such milestone.

Each party shall be entitled to immediately terminate a Statement of Work for cause in the event of: (i) the material breach by the other party of its obligations under this Schedule B or a Statement of Work, provided that such material breach is notified to such party and is not cured within thirty (30) days of the date of such notice, (ii) the filing of a bankruptcy petition by or against a party, the filing of an assignment for the benefit of creditors, the appointment of a receiver or trustee, (iii) the assignment or attempt to assign the Agreement to a third party (except as permitted in the Agreement). In the event of termination for cause, the non-defaulting party may terminate this Schedule B and any Statements of Work hereunder. The non-defaulting party's right to terminate shall be in addition to any other rights that it may have in law or in equity.

6. **Intellectual Property Rights.** Except as set forth in the Agreement or otherwise set forth in the relevant Statement of Work, ASC shall own all right, title and interest and all intellectual property rights to any Deliverables created by ASC pursuant to this Schedule B or any Statement of Work hereunder. ASC shall retain all right, title and interest and all intellectual property rights to any and all ASC proprietary information and ASC software (including, without limitation, any modifications to the Services and/or the User Guide). Subject to payment of the applicable fees set forth in the Statement of Work, ASC grants to Reseller a perpetual, worldwide, fully-paid, royalty-free, non-exclusive, non-transferable (except as provided in the Agreement) license to use the Deliverables created pursuant to this Schedule B or any Statement of Work for the purposes described in the accompanying Statement of Work.

7. **Indemnification.** Each party shall indemnify and defend the other party against any claims and costs awarded by a court of competent jurisdiction (including reasonable attorney's fees) arising out of or relating to the other party's negligence or intentional misconduct where actions result in death or bodily injury to any person or damage to tangible or real property, provided that: (a) the indemnified party gives the indemnifying party prompt notice in writing of each claim received by the indemnified party, (b) the indemnified party gives the indemnifying party the right to control and direct the investigation, defense and settlement of each claim, and (c) indemnified party has not compromised or settled the claim.

8. **Non-Solicitation.** Reseller shall not enter into a contract for or of service with an employee of ASC who has been involved with, directly or indirectly, any of the Professional Services or development of any Deliverables hereunder within twelve (12) months of such employee's last involvement with such Professional Services or Deliverables. Reseller shall be permitted to make generalized employment searches, by advertisements or by engaging firms to conduct searches which are not focused on the employees of ASC.

Appendix A  
Form of Statement of Work

The following is a Statement of Work and Price Estimate for \_\_\_\_\_ .

PROJECT TITLE

PROJECT DESCRIPTION

WORK PLAN SUMMARY

Professional Services Overview

Scope of Work and Deliverables

PROJECT PURPOSE

DELIVERABLES

DELIVERABLE SPECIFICATIONS

PROJECT ASSUMPTIONS

PROFESSIONAL SERVICES SPECIFICATIONS

Milestones

Project Management Contact

PRICE AND PAYMENT

Estimated Price

PROJECT TERM

---

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

**Acknowledged and Agreed to:**

	<b>ASC Networks Inc.</b>
Signature	Signature
Name	Name
Title	Title
Date	Date