

**ALT-N TECHNOLOGIES, LTD.
RESELLER AGREEMENT
SCHEDULE 1**

IN CONSIDERATION OF THE MUTUAL COVENANTS set forth herein and for other good and valuable consideration now delivered by each Party to the other, the receipt and sufficiency of which is hereby acknowledged,

THE PARTIES AGREE AS FOLLOWS:

For purposes of this Agreement:

“**Activation Key**” means the activation code that must be entered in the Software activation wizard in order to use the Software beyond the evaluation period.

“**Airtime Service**” means wide-area wireless network services, other network services (including wireless local area network, satellite and Internet services) and any other services provided by or through Airtime Service Providers for use in conjunction with the Software.

“**Airtime Service Provider**” means an entity that provides wide-area wireless network services, and may provide other Airtime services that support or enhance use of the Software.

“**ALT-N**” means Alt-N Technologies, Ltd.

“**ALT-N Branding Guidelines**” means ALT-N’s then current branding guidelines applicable to this Agreement located in the Partner Portal as they may be modified or amended by ALT-N from time to time, which shall be deemed to be incorporated by reference into this Agreement.

“**ALT-N License**” means ALT-N’s then current standard software license, in whatever form or medium provided by ALT-N in conjunction with the Software and/or Services, including but not limited to the ALT-N Technologies End User License Agreement as may be amended, supplemented or updated from time to time by ALT-N.

“**ALT-N Marketing Collateral**” means any ALT-N marketing materials, white papers, and any other Software or Service related materials made available to Reseller from or on behalf of ALT-N.

“**Documentation**” means the applicable installation guide or standard end user documentation prepared and supplied by ALT-N for the specific type and version of Software and/or Services and includes the documentation available at the Partner Portal. For certainty, Documentation does not include any installation guide or end-user documentation that is prepared by any person other than by ALT-N or any modifications made to documentation made by any person other than ALT-N.

“**End User**” means a person who acquires Software and/or Services through Reseller or Sub-reseller for use in the regular course of their business, or for personal use, and not with a view towards further distribution.

“**Marks**” means, as to a Party, the trademarks, trade names, service marks or logos of such Party.

“**Network Infrastructure**” means the network infrastructure controlled by a party other than ALT-N which enables End-Users to receive wireless services, including without limitation, Airtime Services.

“**Party**” means either ALT-N or Reseller, and together they are referred to as the “**Parties**”.

“**Partner Portal**” means the section of ALT-N’s website related to authorized Resellers and distributors found at <https://www.altn.com>.

“**Reseller**” means you, the customer of ALT-N who is authorized to purchase Software and/or Services from ALT-N in the Territory pursuant to a valid Agreement.

“**Reverse Engineer**” includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of “dumping of RAM/ROM or persistent storage”, “cable or wireless link sniffing”, or “black box” reverse engineering) data, software (including interfaces, protocols and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service or hardware or any method or process of obtaining or converting any information, data, or software from one form into a human readable form.

“**Service(s)**” means support services and any other ALT-N services provided by ALT-N and made available to End Users in the Territory pursuant to this Agreement. Services specifically excludes Airtime Services.

“**Service Environment**” means use of the Software for commercial profit and not for personal use, including but not limited to selling hosted services with respect to the Software.

“**Software**” means any of the ALT-N proprietary software (comprised of ALT-N proprietary software, interfaces, content and data, that may or may not technically be considered software code; and Third Party Components), or a portion thereof, provided to the End-User under this Agreement, in whatever form, medium or manner provided or subsequently installed or used and including all bug fixes, updates and upgrades thereto for which other terms and conditions are not provided together with all Documentation related to such proprietary software. The term “Software” does not include any Third Party Software, whether or not the Third Party Software is distributed by ALT-N, or the Third Party Software accompanies, is provided with, or operates in conjunction with, the Software.

“**Sub-reseller**” means a person or entity designated by Reseller as being entitled to distribute the Software and/or Services to End Users in the Territory as an agent of Reseller, in accordance with the provisions of Section 1.2 (Appointment of Sub-resellers) of this Agreement.

“**Taxes**” means all taxes, assessments, tariffs, dues, duties, rates, fees, imposts, levies and similar charges of any nature whatsoever, imposed, levied, assessed or collected by any Taxation Authority, whether based on the importation, delivery, availability, possession, consumption or use of the software and/or services by any party or the provision or receipt of the software and/or services by any party, the execution of this Agreement or otherwise, together, in each case, with all interest, penalties, fines or other additional amounts imposed in respect thereof, including without limitation: (A) all income taxes (including any taxes based on, measured by or with respect to net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits), windfall profits taxes, gross receipts taxes, branch taxes, minimum taxes, alternative minimum taxes or capital gains taxes; (B) capital taxes, franchise taxes or net worth taxes; (C) property taxes, personal property taxes, or rental taxes (all amounts in (A), (B) and (C) referred to herein as “**Individual Party Taxes**”); and (D) sales taxes, use taxes, *ad valorem* taxes, value added taxes, excise taxes, goods and services taxes, harmonized sales taxes, license taxes, stamp taxes, transfer taxes or custom duties.

“**Taxation Authority**” means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.

“**Territory(ies)**” means only the territory or territories expressly authorized by ALT-N in writing or via the Partner Portal.

“**Third Party Components**” means software and interfaces licensed by ALT-N from a third party for incorporation into an ALT-N software product, and distributed as an integral part of that ALT-N product under an ALT-N brand but does not include Third Party Software.

“**Third Party Hardware**” means wireless handheld smartphone, computer, equipment, peripherals and any other hardware product that is not an ALT-N product.

“**Third Party Services**” means services provided by a third party, including Airtime Services and any website that is not operated by ALT-N.

“**Third Party Software**” means standalone software applications proprietary to a third party that are provided by or on behalf of ALT-N bundled with, or separately for use with, the Software.

RECITALS

Reseller desires to order certain Software and Services from ALT-N, and promote, market and distribute Software and Services in the Territory to End Users under the terms and conditions of this Agreement and in accordance with any licenses associated with such ALT-N Software.

Reseller hereby acknowledges and agrees that the ordering, promotion, marketing and distribution of any Software and/or Services pursuant to this Agreement is conditional upon strict compliance by Reseller with the following terms and conditions:

1. APPOINTMENT AND RESTRICTIONS

- 1.1 **Rights Granted.** Reseller is hereby granted the personal, revocable, non-transferable, non-exclusive right to order Software and/or Services directly from ALT-N, and to promote, market and distribute such Software and/or Services directly to End Users located in the Territory(ies) provided that such right may only be exercised: (a) in accordance with the terms and conditions of this Agreement; (b) while the Reseller is authorized to purchase such Software and/or Services from ALT-N pursuant to this Agreement; and (c) if Reseller has complied in full with the requirements of Section 1.2 (Appointment of Sub-Resellers) grant them all or a portion of the rights set out in this Section.
- 1.2 **Appointment of Sub-Resellers.** Reseller may appoint Sub-resellers provided that: (a) such Sub-reseller execute a sub-reseller agreement with the Reseller no less restrictive than and consistent with the terms and conditions of this Agreement; (b) Reseller shall be fully liable for the acts and omissions of Sub-resellers and anyone acting through the Resellers; (c) Reseller shall ensure that ALT-N shall have no liability to such Sub-resellers or anyone acting through such Sub-resellers; and (d) Reseller’s agreement with such Sub-resellers contain provisions which: (i) name ALT-N as a third party beneficiary to such sub-reseller agreement in the case of any breach of the sub-reseller agreement; (ii) terminate upon termination of this Agreement; and (iii) ensure that Sub-reseller shall have no right to appoint any sub-sub-resellers.
- 1.3 **Trademarks.** During the term of this Agreement and within the Territory, ALT-N grants to Reseller a personal, non-exclusive, royalty-free and non-transferable license to use, reproduce, distribute and display publicly the ALT-N Marks on or in connection with the Software or Services and any packaging, labelling, promotional, advertising or other materials, including websites, relating to the Software or Services in accordance with and subject to Reseller ensuring its compliance, and the compliance of its Sub-resellers, with: (i) the terms of this Agreement; (ii) receiving express written authorization from ALT-N each time Reseller or anyone else acting on behalf of Reseller uses ALT-N Marks; (iii) any terms and conditions including those referenced in Section 1.1 (Rights Granted); and (iv) the ALT-N Branding Guidelines. ALT-N acknowledges that its use of the ALT-N Marks is limited to the use licensed in this Agreement, that each and every use of the ALT-N Marks requires express written authorization from ALT-N and that Reseller has not acquired, and will not acquire, any ownership rights therein. Reseller agrees that it will not use any ALT-N Marks in a manner likely to cause confusion with, dilute or damage the goodwill, reputation or image of ALT-N or ALT-N’s Software or Services. Reseller agrees not to use any ALT-N Marks as a feature or design element of another logo or trademark. Upon request by ALT-N, Reseller shall supply ALT-N with specimens of its use of any ALT-N Marks

and execute or obtain execution of, the instruments that may be appropriate to register, maintain or renew the registration of any ALT-N Marks in the Territory. The use of any ALT-N Mark by Reseller does not transfer to Reseller any further right, title, or interest in or to the ALT-N Mark and all such use and associated goodwill will inure to the benefit of ALT-N. Reseller shall not register, attempt to register or lay common law claim to any ALT-N Mark or any mark confusingly similar with an ALT-N Mark. Reseller hereby acknowledges that the maintenance of the reputation and quality associated with the ALT-N Marks requires the highest quality and utmost uniformity with respect to Software and Services associated with the ALT-N Marks. ALT-N reserves the right to inspect Reseller's use or display of the ALT-N Marks from time-to-time to ensure that such use or display is in accordance with the terms of this Agreement. Reseller shall permit ALT-N or its authorized agent to inspect and monitor Reseller's goods and/or services, at ALT-N's cost, to determine and verify that the ALT-N Marks are being used in accordance with the terms of this Agreement. Should Reseller fail to comply with this provision and fail to cure such non-compliance after written notice by ALT-N, in addition to any other remedies that ALT-N may have, ALT-N may terminate Reseller's license to use the ALT-N Marks with immediate effect and Reseller shall immediately cease, and shall immediately cause its Sub-resellers to cease, using all ALT-N Marks.

1.4 **Certain Restrictions.**

1.4.1 Reseller, and its Sub-resellers, are limited to distributing the Software and/or Services to those End Users who have accepted the terms of the ALT-N Licenses and any other applicable terms and agreements (collectively, "**Terms**"). Reseller shall not, and shall ensure that its personnel and any Sub-reseller shall not, modify, delete or otherwise disable any of the Terms and shall comply with any ALT-N requirements in effect from time to time in relation to such Terms.

1.4.2 Reseller shall ensure that its personnel and any Sub-reseller shall:

- (a) not promote, market or distribute the Software and/or Services to anyone other than End Users in the Territory. For clarity, Reseller shall not make the Software and/or Services available to any person that it knows, or reasonably ought to know, will install or use the Software and/or Services outside of the Territory(ies);
- (b) not use ALT-N's Marks, advertising, promotional materials, website content, and any other documents, and information in any manner in connection with this Agreement or the licensing or marketing of Software or Services (including without limitation Internet sales) except as made available to the Reseller on the Alt-N Partner Portal;
- (c) when representing Software and/or Services under this Agreement conduct their business and activities in such a manner so as to promote a positive image and good public relations for ALT-N;
- (d) not engage in threatening, deceptive, tortious, offensive, deceptive, misleading, obscene, illegal, or unethical practices (including, without limitation, any acts incurring extra-contractual civil liability) that may be detrimental to ALT-N or to the ALT-N Software and/or Services and any representations Reseller makes about ALT-N and its Software and/or Services shall be fair and accurate;
- (e) not make any representations, warranties, or guarantees to End Users or anyone else: (i) concerning the Software and/or Services without ALT-N's prior express written approval in accordance with Section 6.27 (Execution by an Authorized Signatory) of this Agreement; or (ii) that ALT-N has approved or sanctioned any statement that any product, service or peripheral is compatible with any ALT-N Software or Services without ALT-N's prior express written approval in accordance with Section 6.27 (Execution by an Authorized Signatory) of this Agreement;

- (f) comply at Reseller's sole expense with all applicable federal, national, state, provincial, and local laws and regulations in relation to the Software and/or Services and in performing its duties with respect to the Software and/or Services, including, without limitation, those tax, foreign exchange, transfer of money, marketing, consumer protection, anti-mafia or anti-terrorist laws specific to the Territory, as well as any applicable laws regarding export, import and use of the ALT-N's Software and/or Services, data protection and privacy;
- (g) upon receiving notice of removal of Software and/or Services pursuant to this Agreement forthwith stop marketing and distribution of such Software and/or Services as specified in such notice;
- (h) not represent that any Software is designed or licensed for use in circumstances where the failure of the Software is likely to result in significant risks to health or safety, where fail-proof delivery of time-specific information is required, or in otherwise hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems;
- (i) not engage in business practices, promotions or advertising which may be injurious to the reputation or business goodwill of ALT-N and comply with the current ALT-N Branding Guidelines;
- (j) not set up a Service Environment using the ALT-N Software and/or Services;
- (k) not sell Software and/or Services directly or indirectly to any USA government agency or any third party entity on behalf of any USA government entity, except in compliance with all applicable laws, orders, codes, and regulations and Reseller is not authorized to sell and/or make available any Software and/or Services to the USA government except under a commercial item contract executed by a contracting officer duly authorized to execute the contract on behalf of the USA government and containing or incorporating by reference no provisions regarding data rights, intellectual property or rights in computer software/documentation except for the applicable ALT-N's License or such standard commercial licensing terms as ALT-N has supplied or may supply to Reseller;
- (l) not exercise any rights under this Agreement unless they are in accordance with Section 1.1 (Rights Granted) of the Agreement;
- (m) not create any obligations on ALT-N to deal directly with the Reseller's or Sub-Reseller's End Users, including without limitation with respect to installation, purchases, returns, support, services, activation, and other processes for Software and/or Services (collectively, "**Processes**") and shall ensure that no such obligation is imposed on ALT-N through Resellers' or Sub-resellers' acts or omissions. Reseller shall review the Partner Portal from time to time for Processes. Without limiting the generality of the foregoing, if, for any reason, ALT-N is required to provide additional support and/or services to Reseller's or Sub-Resellers' End Users (other than as set out in this Agreement) or in its discretion decides to offer any additional support services to End Users, then ALT-N shall be entitled to invoice Reseller the prices for such support and/or services specified on ALT-N's website as they may be amended from time-to-time and Reseller shall pay such invoice in accordance with ALT-N's standard payment terms and conditions. For clarity, Reseller shall ensure that ALT-N is not responsible for any Processes;

- (n) ensure that its knowledge relating to Software and/or Services is current and that Reseller, its personnel and its Sub-resellers shall undergo the training as may be reasonably required by ALT-N from time to time;
- (o) at all times while this Agreement remains in effect, maintain adequate insurance for Reseller's activities under and in relation to this Agreement with terms, limits and conditions consistent with those obtained by a similarly situated prudent and responsible reseller offering services as contemplated under this Agreement; and
- (p) ensure that each End User who purchases Software is warned that the Software may include encryption software that is subject to domestic and foreign legal restrictions that restrict export, import and use of the Software.

2 RESELLER OBLIGATIONS

- 2.1 **Orders for Software and Services.** Reseller shall place orders for Software and/or Services online through the ALT-N website.
- 2.2 **Terms of Payment and Discounts.** Subject to Section 2.3 (Resellers with Credit), Reseller shall make immediate payment, at the time of placing an order, of the license fees for Software (including fees for the Activation Key, if any) and fees for Services in accordance with the terms and conditions specified on the Partner Portal. ALT-N, in its sole discretion, may provide Resellers with certain discounts for certain products and/or services in accordance with the terms and conditions on the Partner Portal. All payments shall be made in full in United States dollars. Any payments received may, in ALT-N's sole discretion, be applied against the oldest unpaid invoice.
- 2.3 **Resellers with Credit.** In the event that ALT-N, in its sole discretion, has granted a Reseller certain credit terms, payment from such Resellers are due net thirty (30) days from the date of purchase, in full, in United States dollars. ALT-N reserves the right to revoke any granted credit terms at anytime for any reason.
- 2.4 **Remedies for Non-Payment.** Notwithstanding any other remedies available to ALT-N if Reseller fails to pay any amount when it is due under this Agreement, ALT-N may delay delivery of Activation Keys or withhold services until the account has been settled without any penalty to ALT-N or recourse against ALT-N. If Reseller fails to pay any amount when due under this Agreement, ALT-N may charge interest on the outstanding balance from the date it became due and payable until the date the outstanding balance is due at the lesser of two percent (2%) per month compounded monthly (26.8% annually) and the maximum rate permitted by law. Alt-N hereby reserves the right to terminate an Activation Key if an invoice remains unpaid for more than ninety (90) days.
- 2.5 **Delivery Obligations.** Reseller shall be solely responsible for providing Activation Keys to End Users.
- 2.6 **Taxes.** Reseller shall be responsible for and shall pay all Taxes due under or in relation to this Agreement, except to the extent that any such Taxes are Individual Party Taxes lawfully payable by ALT-N to any Taxation Authority. Unless otherwise expressly specified in this Agreement, all amounts otherwise payable by Reseller to ALT-N are exclusive of Taxes. The amounts otherwise payable by Reseller to ALT-N under or in relation to this Agreement shall be increased by the amount of any such Taxes. For clarity, Taxes will not be added to the amounts otherwise payable by Reseller to ALT-N where Reseller has provided ALT-N with evidence to ALT-N's satisfaction of a lawful exemption from such Taxes or Reseller has provided ALT-N with evidence to ALT-N's satisfaction that such Taxes have been remitted by Reseller directly to the relevant Taxation Authority as required by applicable law or administrative policy of the relevant Taxation Authority. Reseller shall indemnify ALT-N for and hold ALT-N harmless against any liability that ALT-N has in respect of: (A) any Taxes due under or in relation to this Agreement (other than any Taxes that are Individual Party Taxes lawfully payable by ALT-N to any Taxation Authority or that arise from ALT-N's failure to remit to the relevant Taxation

Authority as required under applicable law any amount it has received from the Reseller as or on account of Taxes); or (B) any Individual Party Taxes lawfully payable by Reseller to any Taxation Authority. Notwithstanding anything else contained herein, if any amounts (including without limitation any Taxes) are required to be withheld by Reseller from any amount otherwise payable by Reseller to or for the benefit of ALT-N under this Agreement, Reseller: (A) shall pay an additional amount such that the net amount actually received by ALT-N will, after all such withholdings (including any withholdings to be made in respect of any additional amount payable pursuant to this sentence), equals the full amount of the payment then due; (B) shall pay, or cause to be paid, to the relevant Taxation Authority the full amount of such withholdings (including the full amount of any withholdings in respect of any additional payment required to be paid pursuant to this sentence) in accordance with applicable law; and (C) shall furnish ALT-N as soon as practicable an official receipt (or a certified copy thereof) or such other documentation as is reasonably acceptable to ALT-N evidencing payment of such withholdings to the relevant Taxation Authority. Reseller shall indemnify ALT-N for and hold ALT-N harmless against any liability that ALT-N has as a result of any failure by Reseller to make any withholdings and/or to remit such withholdings to the relevant Taxation Authority as required by applicable law in respect of any amount payable by Reseller to ALT-N under or in relation to this Agreement.

- 2.7 **Distribution.** Upon receipt from ALT-N, Reseller shall, and shall ensure that its Sub-resellers shall, distribute ALT-N Software and/or Services as provided by ALT-N with all notices, disclaimers and license agreements intact as provided. Reseller acknowledges and agrees that any distribution of ALT-N's Software and/or sale of the media on which the Software is distributed are subject to the End User accepting the terms of ALT-N's Licenses. Reseller will promptly notify ALT-N of any violation of the preceding sentence or any violation by any End User of ALT-N's Licenses of which it becomes aware.
- 2.8 **Letter of Destruction.** Reseller shall ensure that the End-User is aware that, if the End-User for any reason no longer wishes to use the Software, the End User must notify Reseller prior to the expiration of the Return Period, as hereinafter defined. Following Reseller's receipt of an End User's cancellation request, Reseller will immediately notify ALT-N. The Reseller shall ensure that the Letter of Destruction ("LOD") it receives from ALT-N is provided to and completed by the End User. Reseller shall ensure that the End User returns the Software, all accompanying Documentation and packaging and proof of purchase in accordance with ALT-N's direction. Upon ALT-N's receipt of an acceptable LOD, ALT-N will refund to Reseller the applicable fees paid by the Reseller with respect to the cancellation request. Reseller shall refund to the End User all monies paid by End User to Reseller for the license fees, including fees for the Activation Keys. Reseller acknowledges and agrees failure to comply with this Section shall be a material breach of this Agreement. "Return Period" for the purpose of this Section means the period of thirty (30) days starting from, and including, the date of purchase of an Activation Key (the "**Return Period**").
- 2.9 **Adherence to Agreement.** Reseller agrees to adhere to the terms and conditions of this Agreement. For clarity, reference to "Agreement" shall be deemed to be this Agreement and any amendments thereto, including without limitation any additional terms and conditions required by ALT-N from time to time. Reseller acknowledges and agrees that if the Agreement is amended, modified or varied by ordering Software and/or Services Reseller shall be deemed to have accepted the terms of this Agreement as amended, modified or varied from time to time. Reseller acknowledges that a breach by Reseller of this Agreement shall entitle ALT-N to pursue all rights and remedies under this Agreement or under the law.
- 2.10 **Notice to End Users.** Where necessary to comply with legal or other commercial requirements of ALT-N, Reseller shall give End Users notice of end-of-life of the Software and/or Services, the earlier of within thirty (30) days following: (a) the date on which ALT-N notifies Reseller of end-of-life of a specific Software product and/or Services or otherwise notifies Reseller that the Software and/or Services are no longer available for sale/license under this Agreement; and (b) the effective date of termination of this Agreement. In the case of notice given on termination of the Agreement, Reseller shall further advise the End User that it should refer to ALT-N's website for further information regarding ongoing Software and Services availability.

- 2.11 **End User Support.** Reseller shall be solely responsible for customer satisfaction, technical support and all sales related activities associated with the Software in accordance with the terms and conditions set out in the Partner Portal. ALT-N reserves the right in its sole discretion, without notice, to provide support to the End User if End User is not satisfied with support provided by Reseller but ALT-N is under no obligation to do so.

3 **CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

- 3.1 **Confidentiality.** In order to fulfill the purposes of this Agreement, Reseller may have access to ALT-N Confidential Information (as hereinafter defined). Except as specifically permitted in this Agreement or with the express prior written approval from ALT-N in accordance with Section 6.27 (Execution by an Authorized Signatory) of this Agreement Reseller shall not: (a) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information to any third party other than its employees that need to know such information to fulfill the purposes of this Agreement, and with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (b) use or reproduce the Confidential Information for any reason other than as reasonably necessary to fulfill the purposes of this Agreement. Reseller shall be vicariously liable for breach by its employees of the Reseller's confidentiality obligations under this Agreement.

For the purposes of this Agreement “**Confidential Information**” shall mean all trade secrets and other materials or information that is not generally known to the public, is either specifically identified as confidential information prior to or at the time of it being disclosed or otherwise made available to Reseller in relation to this Agreement, or would generally be considered confidential in the wireless communications industry, including without limitation any of ALT-N's technical, financial, legal, corporate, marketing, business opportunity, product, personnel, supplier and other information in whatever form or medium. Without limiting the generality of the foregoing, ALT-N's Confidential Information includes without limitation: (a) any test results relating to ALT-N software, products or and/or services; (b) ALT-N software's source code; and (c) technical specifications related to ALT-N's software or products and/or services.

Reseller shall ensure that any copy of the Confidential Information Reseller makes, is marked confidential.

Notwithstanding the foregoing, Reseller may disclose Confidential Information if and only to the extent it is required to do so by law provided that Reseller gives ALT-N sufficient notice to enable it to seek an order limiting or precluding such disclosure.

The following information that Reseller can establish: (a) was lawfully in Reseller's possession before receipt as a result of rights granted to Reseller under this Agreement or any other agreement; (b) is or becomes a matter of public knowledge through no fault of Reseller; or (c) was independently developed or discovered by Reseller without access to the Confidential Information; shall not be considered Confidential Information under this Agreement.

Nothing in this Agreement shall confer upon Reseller or its Sub-resellers, any right, title or interest in or to any Confidential Information except as expressly stated in this Agreement.

- 3.2 **Reservation of Rights.** Reseller acknowledges that, subject to the rights granted herein, ALT-N retains all right, title and interest, including, without limitation, intellectual property rights, in and to the software and/or services. Reseller will include in the Software and/or Services applicable copyright, trademark and other proprietary rights notices as appear in such Software and/or Services. Reseller will have only those rights in or to the Software and/or Services that are granted to the Reseller pursuant to this Agreement. Reseller acknowledges that the Software and/or Services contain valuable trade secrets and other intellectual property of ALT-N. Neither Reseller nor anyone acting on behalf of Reseller,

including its employees, independent contractors or agents shall acquire any intellectual property rights related to the Software and/or Services, including without limitation any such patents, industrial designs, master works, copyright, trade secrets, or mask works. No ownership, right, interest or title in or to the Software and/or Services will transfer to Reseller nor to anyone acting on Reseller's behalf under this Agreement. If the Territory (i) does not have copyright legislation in force, or (ii) has copyright legislation in force that does not apply to software, then, in addition to any other obligations Reseller may have under the applicable law in the Territory, Reseller expressly agrees that the copyright laws and regulations of the United States shall be deemed to apply to Reseller's, Sub-reseller's and End User's distribution and/or use of the Software.

- 3.3 **No Reverse Engineering.** EXCEPT TO THE EXTENT THAT ALT-N IS EXPRESSLY PRECLUDED BY LAW FROM PROHIBITING THESE ACTIVITIES, RESELLER SHALL NOT, AND SHALL ENSURE THAT SUB-RESELLERS AND END USERS DO NOT: (I) ALTER, MODIFY, ADAPT, CREATE DERIVATIVE WORKS, TRANSLATE, DEFACE, DECOMPILE, DISASSEMBLE, REPRODUCE, OR REVERSE ENGINEER ALL OR ANY PORTION OF THE SOFTWARE AND/OR SERVICES OR ATTEMPT TO DO SO; OR (II) PERMIT, AUTHORIZE, OR ACQUIESCE IN, ANY OTHER PERSON ENGAGING IN THESE ACTIVITIES, OR ATTEMPTING TO DO SO; OR (III) USE THE SOFTWARE AND/OR SERVICES OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED BY ALT-N FOR THE PURPOSES OF DEVELOPING, OR HAVING DEVELOPED ANY PRODUCTS OR SERVICES COMPETITIVE WITH ANY OF ALT-N'S PRODUCTS AND/OR SERVICES, AND SHALL PROHIBIT ITS END USERS FROM DOING SO, OR ATTEMPTING TO DO SO. SHOULD IT BECOME KNOWN TO RESELLER THAT A SUB-RESELLER OR AN END USER HAS ATTEMPTED TO MODIFY, REPRODUCE OR REVERSE ENGINEER THE SOFTWARE AND/OR SERVICES OR ANY PART THEREOF, RESELLER SHALL IMMEDIATELY NOTIFY ALT-N AND DIRECT SUCH END USER TO CEASE AND DESIST IN THE ACTIVITY AND TO CONTACT ALT-N DIRECTLY.

4 WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

- 4.1 **Warranty.** ALT-N will grant End Users (which may include Reseller if they license Software for their internal purposes) the warranty on the Software set out in the ALT-N's License under which the specific Software has been licensed. ALT-N's sole warranty, in relation to Software is in accordance with the warranty set out in the ALT-N's License under which the specific item of Software has been licensed.
- 4.2 **Limitation of Warranty.** EXCEPT AS EXPRESSLY PROVIDED ABOVE IN SECTION 4.1 (WARRANTY), AND SUBJECT TO APPLICABLE LAW, ALT-N MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS EITHER EXPRESS OR IMPLIED AND ALT-N EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION, CONDITIONS (INCLUDING ANY RESPONSIBILITY FOR HIDDEN DEFECTS) OR WARRANTIES, RELATING TO OR ARISING FROM THE SUPPLY OF THE SOFTWARE AND/OR SERVICES, PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, OR THIS AGREEMENT GENERALLY, INCLUDING ANY IMPLIED, REPRESENTATIONS, CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, TITLE, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SOFTWARE WILL WORK UNINTERRUPTED OR ERROR-FREE. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALT-N SPECIFICALLY DISCLAIMS: (A) THE SUITABILITY OF THE SOFTWARE AND/OR SERVICES FOR USE IN MISSION-CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS; (B) ANY WARRANTIES OR CONDITIONS RELATED TO THE SOFTWARE (EXCEPT AS EXPRESSLY PROVIDED FOR IN THE APPLICABLE ALT-N'S LICENSES); (C) ANY WARRANTY OR CONDITION RELATED TO AIRTIME SERVICES; AND (D) ANY OBLIGATION WITH RESPECT

TO ANY DATA STORED IN THE PRODUCTS INCLUDING WITHOUT LIMITATION, WHEN SUCH PRODUCTS (IF APPLICABLE) ARE RETURNED FOR REPAIR OR REPLACEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

4.3 **Reseller Indemnity.** Reseller agrees to indemnify ALT-N against any claims, judgments, damages, costs (including reasonable lawyers' fees and disbursements) and settlements agreed to by Reseller in relation to: (a) any distribution of the Software and/or Services under this Agreement, in a manner not expressly and in writing permitted by ALT-N under this Agreement; (b) any infringement claim arising from or in connection with: (i) modifications to the Software and/or Services or any portion thereof where such modification is made by Reseller, or on behalf of Reseller, or authorized by Reseller; (ii) any materials provided by or on behalf of Reseller to ALT-N regarding any modification to the Software and/or Services where such claim would not arise but for such materials; or (iii) an End User's combined use of the Software and/or Services or portion thereof with other software and/or hardware products or applications not supplied by ALT-N (including, without limitation, Third Party Software, Third Party Hardware, Third Party Services, Airtime Services, Network Infrastructure or use of a third party application) where such combined use is authorized or facilitated in any way by Reseller; provided however, that in relation to any of (a) or (b): (i) Reseller is promptly notified in writing of such claim, (ii) Reseller shall have the sole control of the defense and/or settlement thereof, (iii) ALT-N furnishes to Reseller on request any information in ALT-N's possession or control for such defense, (iv) ALT-N will not admit any such claim and/or make any payments with respect to such claim without the prior written consent of Reseller, and (v) ALT-N shall, at Reseller's expense, cooperate with, and provide such assistance to Reseller in the defense of such claims as reasonably requested by Reseller.

4.4 **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL ALT-N BE LIABLE TO RESELLER OR TO ANY THIRD PARTY CLAIMING THROUGH RESELLER, FOR, AND RESELLER HEREBY WAIVES: (I) ANY LOSS OF PROFITS BUSINESS REVENUE OR EARNINGS, ANTICIPATED SAVINGS, GOODWILL, CONTRACTS OR BUSINESS OPPORTUNITIES OR DATA (WHETHER SUCH LOSS SHALL BE CONSIDERED DIRECT OR INDIRECT); (II) ANY LOSS OR DAMAGE CAUSED BY DELAYS (WHETHER SUCH LOSS SHALL BE CONSIDERED DIRECT OR INDIRECT); AND (III) ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT; THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD OR THE POSSIBILITY OF GREATER LOSS HAS BEEN DISCLOSED TO ALT-N.

SUBJECT ALWAYS TO THE PRECEDING PARAGRAPH, IN NO EVENT SHALL ALT-N BE LIABLE TO RESELLER OR ANY THIRD PARTY CLAIMING THROUGH RESELLER, FOR ANY DAMAGES OF ANY KIND IN EXCESS OF THE AMOUNTS PAID BY RESELLER FOR THE LICENSE FEES FOR THE SOFTWARE AND SERVICES PURCHASED PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.

RESELLER ACKNOWLEDGES AND AGREES THAT: (A) IT IS NOT ENTITLED TO ANY PAYMENTS FROM ALT-N AS A RESULT OF RESELLER'S APPOINTMENT AS RESELLER OR TERMINATION OR EXPIRATION THEREOF (WHETHER BY LAW, CONTRACT, OPERATION OF LAW, STATUTE, REGULATION, OR OTHERWISE); AND (B) ALT-N SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO RESELLER OR SUB-RESELLER OR END USER OR ANY PARTY CLAIMING THROUGH RESELLER FOR ANY ISSUES RELATING TO THIRD PARTY SOFTWARE, THIRD PARTY HARDWARE, NETWORK INFRASTRUCTURE, THIRD PARTY SERVICES, AIRTIME SERVICES,

INSTALLATION SERVICES OR FOR ANY THIRD PARTY APPLICATIONS OR ANY THIRD PARTY WEBSITES, SOFTWARE, CONTENT OR OTHER PRODUCTS OR SERVICES (“THIRD PARTY DELIVERABLE”) AND ALT-N SHALL BE RELIEVED FROM ANY OBLIGATION OR LIABILITY FOR ANY DAMAGES OR HARM CAUSED BY A THIRD PARTY DELIVERABLE. “THIRD PARTY APPLICATIONS” IN THIS SECTION MEANS ANY SOFTWARE, APPLICATION, TECHNOLOGY, SPECIFICATION, PRODUCT OR SERVICE DEVELOPED BY OR ON BEHALF OF RESELLER OR A THIRD PARTY AND INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT; (B) TO ALT-N AND ITS AFFILIATED COMPANIES AS WELL AS ALT-N’S AND SUCH AFFILIATED COMPANIES’ DIRECTORS, OFFICERS, EMPLOYEES, AND INDEPENDENT CONTRACTORS; AND (C) TO RESELLER AND ITS AFFILIATED COMPANIES AS WELL AS RESELLER’S AND SUCH AFFILIATED COMPANIES’ DIRECTORS, OFFICERS, EMPLOYEES AND INDEPENDENT CONTRACTORS.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM TORT (INCLUDING NEGLIGENCE), EXTRA-CONTRACTUAL CIVIL LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT; (B) TO ALT-N AND ITS AFFILIATED COMPANIES AS WELL AS ALT-N’S AND SUCH AFFILIATED COMPANIES’ DIRECTORS, OFFICERS, EMPLOYEES, AND INDEPENDENT CONTRACTORS; AND (C) TO RESELLER AND ITS AFFILIATED COMPANIES AS WELL AS RESELLER’S AND SUCH AFFILIATED COMPANIES’ DIRECTORS, OFFICERS, EMPLOYEES AND INDEPENDENT CONTRACTORS.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSIONS OF CERTAIN TYPES OF DAMAGES AND/OR OF IMPLIED CONDITIONS OR WARRANTIES. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRE LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

NOTHING IN THIS SECTION LIMITS ALT-N'S LIABILITY TO RESELLER RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY ALT-N OR ITS EMPLOYEES OR AGENTS.

5 TERM AND TERMINATION

- 5.1 **Term.** This Agreement is effective for an initial term of one (1) year from the Effective Date unless terminated earlier pursuant to this Section 5. Unless this Agreement is terminated earlier, it shall automatically renew for successive terms of one (1) year for up to a maximum of five (5) successive renewals, unless: (a) either Party provides at least thirty (30) days written notice of its decision to terminate this Agreement prior to the anniversary of the Effective Date; or (b) this Agreement is terminated earlier pursuant to this Section 5. If the Territory has foreign exchange controls in force (including, without limitation, South Africa), then in the event Reseller fails to comply with any exchange control laws, regulations, approvals, licenses or other such requirements in respect of this Agreement or the transactions contemplated hereunder, ALT-N shall not be obligated to perform any of

its obligations under this Agreement until Reseller complies with such exchange control requirements, and any such suspension of ALT-N's obligations shall not in any way result in an extension of the Term of this Agreement.

5.2 **Termination for Default or Convenience.** This Agreement may be terminated, without any other requirements including without limitation a summons, administrative hearings or initiating court proceedings: (a) by ALT-N on thirty (30) days prior written notice to the other Party for failure to perform any material obligation hereunder which is not cured to the reasonable satisfaction of ALT-N within such thirty (30) day period; (b) by either Party immediately upon notice to the other Party of its breach of Section 3.1 (Confidentiality) and/or Section 3.3 (No Reverse Engineering) of this Agreement; (c) by ALT-N immediately upon notice to Reseller of a violation or misappropriation by Reseller or any person acting on behalf of, or in concert with Reseller, of ALT-N's intellectual property; or (d) by ALT-N upon forty-five (45) days prior written notice to Reseller.

5.3 **Effect of Termination.** Upon termination of this Agreement: (a) Reseller shall return to ALT-N any and all ALT-N Marketing Collateral supplied to Reseller by ALT-N or anyone else in support of this Agreement and, if applicable, shall certify in writing that all archival or back up copies of the applicable Software in Reseller's possession, or in possession of Sub-reseller, have been deleted from any computer system and destroyed unless the Reseller continues to be a licensed End User of the Software in which case the terms of the applicable ALT-N License shall apply in relation to any further use of the Software; (b) Reseller shall immediately pay any outstanding amounts due to ALT-N; (c) Reseller shall provide a list of End Users to ALT-N that have purchased Software from the Reseller within the last two years prior to termination and (d) ALT-N may take such additional measure as it deems reasonable, in its sole discretion, to protect the availability and continuity of services for End Users after termination of this Agreement and if requested by ALT-N, Reseller shall continue to provide service for the benefit of End Users in accordance with Reseller's terms of service. Except as expressly provided herein, the termination of this Agreement shall not limit either Party from pursuing any other remedies available to it, including injunctive relief. Any termination of this Agreement for cause shall be without prejudice to any other rights or remedies ALT-N may be entitled to under this Agreement, or at law (subject to any restrictions contained in this Agreement). Without limiting the foregoing, Reseller acknowledges and agrees that a breach or threatened breach or misappropriation of Section 3.1 (Confidentiality) and/or Section 3.3 (No Reverse Engineering) of this Agreement, or ALT-N's intellectual property, would cause ALT-N irreparable harm, and that ALT-N shall be entitled to immediately seek relief by way of a temporary or permanent injunction in the event of such a breach. Upon ALT-N's request, Reseller shall, and shall ensure that its Sub-resellers shall, transfer ownership to ALT-N of any domain names that have incorporated ALT-N Marks, names of Software or slight misspellings thereof. ALT-N will bear all direct and actual expenses related to such transfers.

6 MISCELLANEOUS

6.1 **No Agency Relationship.** Reseller acknowledges that this Agreement does not create an agency, joint venture, partnership, employment relationship, or franchise with ALT-N. Neither Reseller nor its Sub-resellers, shall have the authority to bind ALT-N in any manner. The Reseller hereby covenants that it shall not, and will ensure that Sub-reseller shall not, bring any claim, action, demand or proceeding against ALT-N for damages, remedy or relief pursuant to the laws in the Territory relating to the termination of this Agreement or a reseller agreement. Reseller shall defend and indemnify ALT-N against all claims, judgments, damages, costs, (including reasonable lawyers' fees and disbursements) made against ALT-N or incurred by ALT-N and settlements agreed to by ALT-N in relation to a failure by Reseller to comply with the terms and conditions of this Section 6.1.

6.2 **Authority.** Reseller represents and warrants that: (a) the individual who signs this Agreement has the authority to enter into this Agreement and bind Reseller to the terms and conditions of this Agreement; and (b) the individual placing the orders for the Software and/or Services has the authority on behalf of Reseller to place orders for Software and/or Services and each order placed by such individual incorporates the terms and conditions of this Agreement.

- 6.3 **No Other Agreements.** Reseller represents and warrants that acceptance by signing this Agreement and performance of this Agreement does not and will not violate any other contract or obligation to which Reseller is a party, including terms relating to covenants not to compete and confidentiality covenants. Reseller is not relying on any representations or warranties from ALT-N, including, but not limited to, any representation or warranty as to the nature of competition or the results or effect of any advertising.
- 6.4 **Remedies Cumulative.** The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.
- 6.5 **Severability.** If any section, clause, provision or sentence or part thereof ("Provision") of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other Provisions of this Agreement that can be given effect without the invalid Provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
- 6.6 **Survival.** The provisions of this Agreement that under a commercially reasonable interpretation reveal that the parties likely would have such provisions survive termination or expiration of this Agreement, including without limitation Sections 2, 3, 4, 5 and 6 shall survive to the extent necessary to fulfill the purpose of such provision.
- 6.7 **Force Majeure.** Neither Party is liable in any way including for any damages or penalty for any failure or delay in performance hereunder which is proximately caused by strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labour conditions, disruptions caused as a result of the Internet, or other causes beyond its reasonable control. The failure to make any payment required under this Agreement shall never be excused under this force majeure provision.
- 6.8 **No Waiver.** No failure by ALT-N to take action on account of any default or breach of this Agreement shall constitute a waiver of any such default or breach, or of the performance required of Reseller under this Agreement.
- 6.9 **Attorneys Fees and Costs.** In the event any arbitration or court action is commenced by ALT-N, if ALT-N prevails in such action ALT-N shall be entitled to its reasonable out-of-pocket legal costs and reasonable attorneys' fees incurred therein.
- 6.10 **Governing Law**

THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF ENGLAND AND WALES, EXCLUDING ANY BODY OF LAW GOVERNING CONFLICTS OF LAW.

ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY OR TERMINATION, SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION TO BE CONDUCTED IN LONDON, ENGLAND IN ACCORDANCE WITH THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE ("ICC RULES") AND SHALL BE HEARD BY ONE ARBITRATOR APPOINTED IN ACCORDANCE WITH THE SAID ICC RULES AND TO BE MUTUALLY AGREED TO BY THE PARTIES WITHIN THIRTY (30) DAYS OF THE APPOINTMENT OF THE ARBITRATOR, FAILING WHICH THE ARBITRATOR SHALL BE NOMINATED BY THE PRESIDENT OF THE BRITISH COMPUTER SOCIETY (OR BY A PERSON DULY APPOINTED BY THE PRESIDENT TO ACT ON HIS OR HER BEHALF) ON THE APPLICATION OF EITHER PARTY FOR THE TIME BEING IN FORCE, WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE IN THIS CLAUSE. THE PARTIES

FURTHER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT OR JUDICIAL PROCEEDING ARISING OR RELATING TO THIS AGREEMENT. IN CONSTRUING, INTERPRETING AND ENFORCING THIS AGREEMENT, CHOICE OF LAW PRINCIPLES SHALL NOT APPLY. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS INAPPLICABLE, AND THE PARTIES EXPRESSLY DISCLAIM ITS APPLICABILITY. THE PREVAILING PARTY IN ANY ACTION HEREUPON WILL BE ENTITLED TO RECOVER, IN ADDITION TO ANY OTHER AWARD, REASONABLE RELATED COSTS, EXPENSES, AND LEGAL COSTS AND FEES. RESELLER CONFIRMS FOR THE AVOIDANCE OF DOUBT THAT IN ADDITION TO THE REMEDIES FOR BREACH OF CONTRACT PROVIDED FOR UNDER THIS AGREEMENT, ALT-N SHALL HAVE SUCH RIGHTS FOR BREACH OF ITS COPYRIGHT AND OTHER STATUTORY RIGHTS AS MAY BE AVAILABLE UNDER APPLICABLE LAW.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND WITHOUT PREJUDICE TO THE RIGHT OF THE PARTIES TO SUBMIT THE MATTER TO ARBITRATION IN ACCORDANCE WITH THIS AGREEMENT, ALT-N SHALL HAVE THE RIGHT TO SEEK INJUNCTIVE RELIEF OR EQUITABLE RELIEF AGAINST THE RESELLER AND THE PARTIES AGREE THAT THE COURTS IN ENGLAND SHALL HAVE EXCLUSIVE JURISDICTION TO RESOLVE SUCH INJUNCTIVE OR EQUITABLE PROCEEDINGS.

- 6.11 **Acknowledgement.** Reseller acknowledges that it is aware that ALT-N has and may from time to time, appoint other distributors, resellers, and agents to distribute the Software and Services in the Territory and that ALT-N has and may from time to time distribute directly the Software and Services in the Territory.
- 6.12 **Language.** This Agreement will be interpreted and performed in the English language and all communication between ALT-N and Reseller will be in English. Reseller acknowledges and agrees that the Agreement and related materials are in the English language and that Reseller is able to read and understand the English language and is authorized to sign agreements that are in English.
- 6.13 **Compliance with Laws, Export Control and Encryption Software**
- 6.13.1 **Compliance with Laws and Export Control.** Reseller shall comply with all relevant laws, orders, codes, and regulations of any applicable jurisdiction applicable to this Agreement and to the use, marketing, advertising, distribution, resale, or other transfer, of the goods and/or services supplied by ALT-N pursuant to this Agreement, including without limitation in relation to: (a) the Export (as defined below), use, supply, or import of ALT-N products (including any software) and/or services; and (b) promoting, marketing, distributing and/or selling ALT-N products (including any software) and/or services to End Users in the Territory (or part thereof). Determination of the relevant law(s) is Reseller's responsibility. Reseller acknowledges and agrees that the ALT-N products (including any software) and/or services may be cryptographic in nature and highly regulated and therefore Reseller shall obtain any and all necessary export, use, supply, or import licenses, authorizations, permits and approvals for the ALT-N products (including any software) and/or services (after initial export by ALT-N). Reseller is strictly prohibited from exporting, re-exporting, transferring or supplying (collectively "**Export**"), regardless of method, ALT-N products (including any software) and/or services outside the Territory. Notwithstanding the foregoing, Reseller represents and warrants that ALT-N products (including any software) and/or services will be utilised by Reseller solely in compliance with the purposes set forth in this Agreement. Reseller agrees to defend and indemnify ALT-N against any and all claims, actions, judgments, damages, fines, costs and other expenses (including without limitation reasonable legal and third party professional fees and disbursements) (collectively the "**Export Related Claims**") arising out of any failure by Reseller to comply with the requirements of this Section 6.13 (Compliance with Laws) and the certifications and commitments contained herein. For avoidance of doubt, Export Related Claims shall include regulatory enforcement proceedings initiated by any Government Authority

(as hereinafter defined) and the costs thereof as well as claims from End Users, but exclude enforcement proceedings relating to Certifications. In relation to any Export Related Claim: (i) ALT-N shall promptly notify Reseller of such Export Related Claim; (ii) Reseller shall have sole control of the defense and/or settlement thereof; (iii) ALT-N shall furnish to Reseller upon request all information reasonably required in ALT-N's possession or control for such defense; and (iv) ALT-N shall cooperate with Reseller in the defense of such claims as requested by Reseller and in such case, Reseller will reimburse ALT-N's reasonable and necessary costs. **"Government Authority(ies)"** for the purposes of this Section means any national and/or other (sub-national and/or supranational) public, regulatory or government authorities with authority over the country(ies) and/or territory(ies) from which the Software and/or Services are being exported or to which the Software and/or Services are being imported.

6.13.2 **Encryption Software.** Reseller shall, and shall ensure that Sub-resellers shall, ensure that each End User who purchases Software is warned that the Software may include encryption software that is subject to domestic and foreign legal restrictions that restrict export, import and/or use of the Software.

6.14 **Legal and/or Regulatory.** Reseller acknowledges and agrees that notwithstanding anything to the contrary contained herein, ALT-N, in its discretion, may choose to not make available, or make available any pricing related to, any product and/or service which fails to comply with any legal and/or regulatory and/or contractual requirements or restrictions, and/or which ALT-N is otherwise prohibited from making available.

6.15 **Extended Meanings.** Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders.

6.16 **Notice.** Any notice, request, demand or other communication required or permitted hereunder will be in writing and shall be sufficiently given if delivered by hand or sent by registered mail, courier, email or facsimile addressed to the other Party at the address set out below or to such other person or address as the parties may from time-to-time designate in writing delivered pursuant to this notice provision. Any such notices, requests, demands or other communications shall be received and effective: (i) upon the date of delivery if delivered personally; or (ii) on the date of receipt of confirmation by answer-back, in the case of mail, email or facsimile.

If to ALT-N:
Alt-N Technologies, Ltd.
Attn: Reseller Support
2550 SW Grapevine Parkway, Suite 150
Grapevine, TX 76051
Phone: 817-601-3222
Fax: 817-601-3223
Email: partners@helpdesk.altn.com

With a copy to: Legal Department
c/o 295 Phillip Street
Waterloo, Ontario Canada
N2L 3W8
Phone: (519) 888-7465
Fax: (519) 888-1975

If to Reseller: To the attention of the CEO of Reseller at the address, phone number, fax number or email as provided at the time of acceptance of the Agreement.

The above addresses and contacts can be changed by providing notice to the other Party in accordance with Section 6.16.

- 6.17 **Labelling.** Notwithstanding any other provision of this Agreement, Reseller: (a) acknowledges and accepts that Reseller, and not ALT-N, shall be responsible for compliance with all relevant laws, orders, codes and regulations of the Territory that apply to or are required to be complied with by ALT-N including but not limited to consumer protection laws and advertising laws in the Territory except to the extent expressly agreed to by ALT-N under this Agreement; and (b) represents and warrants that as of the Effective Date, except to the extent as expressly set out in this Agreement, there are no labelling, markings, warnings stickers or safety instructions required for the Software and/or services pursuant to the local laws of the Territory. Reseller shall during the term of this Agreement and any renewal of the term immediately notify ALT-N in writing if there are any changes in the local laws of the Territory relating to the requirements of labelling, markings, warning or stickers with respect to the Software and/or services. Reseller shall defend and indemnify ALT-N against all claims, judgments, damages, losses, seizures, costs, (including reasonable lawyers' fees and disbursements) made against ALT-N or incurred by ALT-N and settlements agreed to by Reseller in relation to a failure by Reseller to comply with the terms and conditions of this Section 6.17 (Labelling).
- 6.18 **Enforcement.** **IN THE EVENT THAT A COURT IN THE TERRITORY DOES NOT ENFORCE OR RECOGNISE: (A) THE CHOICE OF LAW PROVISIONS IN THIS AGREEMENT INCLUDING WITHOUT LIMITATION IN SECTION 6.10 (GOVERNING LAW) (COLLECTIVELY THE "COL PROVISIONS") OR (B) THE LIMITATION OF LIABILITY PROVISIONS WHICH ARE APPLICABLE TO ALT-N IN ANY AGREEMENT INCLUDING WITHOUT LIMITATION, IN THIS AGREEMENT OR IN ALT-N'S LICENSES IN PART OR IN FULL (COLLECTIVELY THE "LOL PROVISIONS"), RESELLER AGREES TO DEFEND AND INDEMNIFY ALT-N AGAINST ANY AND ALL LOSSES, DAMAGES, FINES, SEIZURES, COSTS AND OTHER EXPENSES (INCLUDING REASONABLE LAWYER'S FEES AND DISBURSEMENTS) THAT ALT-N MAY SUFFER AS A RESULT OF ALT-N'S INABILITY TO ENFORCE OR EXERCISE THE LOL PROVISIONS AND/OR COL PROVISIONS INCLUDING WITHOUT LIMITATION ALT-N'S INABILITY TO DEFEND AGAINST SUCH PROCEEDING, ACTION OR CLAIM ON THE BASIS OF THE LOL PROVISIONS AND/OR COL PROVISIONS, EITHER IN PART OR FULL. FOR CLARITY, THIS SECTION 6.18 DOES NOT LIMIT OR IN ANY MANNER FORECLOSE ALT-N'S ENTITLEMENT TO ANY OTHER DAMAGES OR FOR ANY OTHER RELIEF.**
- 6.19 **Privacy.** In addition to the terms and conditions set out in the Agreement, Reseller acknowledges and accepts that Reseller, and not ALT-N, shall be responsible for its and Resellers compliance with the laws of the Territory relating to privacy requirements and obligations including without limitation obtaining any consents from End Users. Reseller shall defend and indemnify ALT-N against any claims, judgments, losses, damages, duties, royalty, expenses, costs, duties, (including reasonable lawyers' fees and disbursements) made against ALT-N or incurred by ALT-N and settlement agreed to by Reseller in relation to a failure by Reseller and/or the Reseller to comply with the terms and conditions of this Section 6.19.
- 6.20 **No Injunctive Relief.** In the event that Reseller and/or Sub-reseller breaches any of its obligations relating to confidentiality, ALT-N's intellectual property or other proprietary rights of ALT-N, and a court in the Territory is (i) unable to grant an order for injunctive relief or (ii) does not recognise ALT-N as having a right to either seek injunctive relief or other relief in the Territory, or to bring a claim against the Reseller (as a third party beneficiary, directly or otherwise) and/or Sub-Reseller in relation to the breach, Reseller acknowledges and agrees that ALT-N will have the right to receive liquidated damages from Reseller in the amount of USD \$5,000 per day during the period that Reseller and/or Sub-reseller remain in breach and Reseller shall pay ALT-N's invoice for this amount in accordance with Section 2 of this Agreement. For clarity, this Section 6.20 does not limit or in any manner foreclose ALT-N's entitlement to any other damages.
- 6.21 **Responsibility for Certifications, Permits, Licenses.**
- (a) Upon request by Reseller, ALT-N will:

- (i) inform Reseller of all standards the Software and/or Services have been certified as attaining; and
 - (ii) provide Reseller with any information in ALT-N's possession or control which Reseller reasonably requires to obtain the Certifications, as hereinafter defined, provided that ALT-N may refuse to do so if it reasonably determines that the cost of doing so is prohibitive or would require the disclosure of its trade-secrets, the confidential or private information of a third party or information that could negatively impact the security of data. Any information or other materials made available by ALT-N pursuant to this Section is ALT-N's Confidential Information. Reseller will ensure that any submission to any government authority is not disclosed to any third party without the express written authority from ALT-N.
- (b) Reseller:
- (i) acknowledges and agrees that ALT-N's obligations under this Agreement are conditional upon Reseller providing to ALT-N as soon as reasonably possible and in any event upon request from ALT-N via marketaccess@altn.com and/or such other email address as ALT-N may notify Reseller of from time to time a list of all permits, certifications, licenses, authorizations or other forms of approval:
 - (A) necessary to market or license the Software or resell Services in the Territory; and
 - (B) that Reseller or ALT-N are obligated to obtain from any government or competent authority that has the right or obligation to approve, conditionally approve, prohibit, suspend or terminate the use of the Software or Services within the Territory, or make recommendations thereof
 (collectively the "**Certifications**");
 - (ii) shall, at its own expense, obtain and provide copies of all Certifications (even those required to be obtained by ALT-N) to ALT-N within thirty (30) days of the Effective Date via marketaccess@altn.com and/or such other email address as ALT-N may notify Reseller of from time to time;
 - (iii) shall, during the entire term of this Agreement and any renewal of the term, continuously update ALT-N in writing of any renewal requirements, new or additional Certifications that:
 - (A) are necessary to market or license the Software or Services in the Territory; and
 - (B) Reseller or ALT-N are obligated to obtain from any government or competent authority that has the right or obligation to approve, conditionally approve, prohibit, suspend or terminate the use of the Software or Services within the Territory, or make recommendations thereof
 (collectively the "**Additional Certifications**"), For clarity, Certifications and Additional Certifications include, but are not limited to, all requirements that apply to Reseller concerning lawful interception or access to stored communications within the Territory;
 - (iv) acknowledges and agrees that ALT-N's obligations under this Agreement are, at ALT-N's option, conditional upon ALT-N receiving satisfactory confirmation from Reseller of all Certifications being obtained, provided that ALT-N's failure to request or obtain such confirmation shall not relieve Reseller of its obligations;
 - (v) shall, at its own expense, immediately upon becoming aware of the requirement for Additional Certifications (even those required to be obtained by ALT-N), obtain and provide copies of all such Additional Certifications to ALT-N via marketaccess@altn.com and/or such other email address as ALT-N may notify Reseller of from time to time immediately upon Reseller's receipt of such Additional Certifications;
 - (vi) acknowledges and agrees that a failure by Reseller to comply with its obligations as set out in this Section 6.21 (Responsibility for Certifications, Permits, Licenses, etc.) constitutes a material breach of this Agreement;
 - (vii) acknowledges and accepts that, in addition to the terms and conditions set out in this Agreement, Reseller and not ALT-N shall be: (a) deemed to be the importer and supplier of the software and services regardless of the laws of the Territory; and (b)

responsible for compliance with the laws of the Territory including but not limited to obtaining any and all licenses, payment of any and all costs, duties, royalties, expenses, stamp duties and fees related to importers and/or supplier of products and/or services; and shall, notwithstanding Section 6.7 (Force Majeure), defend and indemnify ALT-N against all claims, actions, judgments, damages, fines, penalties, costs and other expenses (including without limitation reasonable legal and third party professional fees and disbursements) (collectively the “**Certification Claims**”) made against ALT-N or incurred by ALT-N and settlements agreed to by ALT-N or Reseller in relation to a failure by Reseller to comply with the terms and conditions of this Section 6.21 (Responsibility for Certifications, Permits, Licenses, etc.). For avoidance of doubt, Certification Claims shall include all regulatory enforcement proceedings initiated by any government authority and the costs thereof (including without limitation any penalties, fines and costs and any reasonable legal and third party professional fees and disbursements).

- 6.22 **Additional Obligations.** Reseller acknowledges and agrees that it (and not ALT-N) shall be responsible for ensuring that any obligations imposed on the licensor or seller of the Software and/or services in the Territory that extend beyond the obligations as expressly set out herein, including without limitation any obligations to service the Software to address warranty from End Users in accordance with industry standards and local laws in the Territory, are complied with and Reseller shall maintain, at its own expense, any resources, systems, processes or facilities in the Territory as may be necessary to ensure that such obligations are complied with at all times. Reseller will defend and indemnify ALT-N against all claims (including without limitation regulatory enforcement proceedings), actions, judgments, damages, fines, penalties, costs and other expenses (including without limitation penalties, fines, costs and reasonable legal and third party professional fees and disbursements) arising out of the failure of Resellers, Sub-resellers or anyone acting on behalf of a Reseller, to comply with the requirements of this Section 6.22.
- 6.23 **Lawful Intercept.** Reseller hereby expressly acknowledges that it is aware that certain agencies and/or regulatory bodies within the Territory may have lawful intercept issues related to ALT-N’s software and services and that Reseller is entering into this Agreement being fully aware of such concerns and potential issues and ramifications arising as a result of such concerns. Reseller hereby acknowledges and accepts that it has entered into this Agreement on this basis and that it alone will assume and bear all risk and liabilities arising as a consequence of such issues and ramifications and that Reseller agrees to defend and indemnify ALT-N against any and all losses, damages, fines, seizures, costs and other expenses (including reasonable lawyer’s fees and disbursements) that ALT-N may suffer as a result of such issues and ramifications. Reseller shall (i) immediately notify ALT-N in writing during the term of this Agreement and any renewal of the term of any lawful intercept issues it becomes aware of in the Territory; and (ii) make commercially reasonable efforts to assist ALT-N including without limitation providing ALT-N with such information and documents that ALT-N may request if ALT-N, in its sole discretion, decides to attempt to address issues with certain agencies and/or regulatory bodies within the Territory. Reseller acknowledges and agrees that ALT-N, in its sole discretion, may choose to: (a) notify End Users or make a public announcement as ALT-N deems appropriate in the circumstances and Reseller shall make commercially reasonable efforts to assist ALT-N in such notification and/or announcement; (b) not make available any software or services which fail to comply with the legal and/or regulatory requirements in the Territory; or (c) not make available any software or services in the absence of Reseller making commercially reasonable efforts to assist ALT-N if ALT-N, in its sole discretion, decides to attempt to address issues with certain agencies and/or regulatory bodies within the Territory. For clarity, this Section 6.23 (Lawful Intercept) does not limit or in any manner foreclose ALT-N’s entitlement to any other damages or for any other relief.
- 6.24 **Enforcement.** In the event that ALT-N is granted a judgment or an order against Reseller and a court in the Territory does not enforce or exercise such judgment or order or arbitration award or order, in part or in full, Reseller agrees to defend and indemnify ALT-N against any and all losses, damages, fines, seizures, costs and other expenses (including reasonable lawyer’s fees and disbursements) that ALT-N

may suffer as a result of ALT-N's inability to enforce or exercise such judgment or order in part or full as set out herein. For clarity, this Section 6.24 does not limit or in any manner foreclose ALT-N's entitlement to any other damages or for any other relief.

6.25 **Registration.** Unless otherwise expressly authorized or directed by ALT-N in a document signed by ALT-N in accordance with Section 6.27 (Execution by an Authorized Signatory), Reseller will ensure that this Agreement (including any amendments thereto) and the Sub-reseller agreement (including any amendments thereto) are not registered or filed anywhere (including without limitation, with any government authority) or otherwise disclosed to any third parties (including without limitation any government authority). Upon receipt by Reseller of written notice from ALT-N signed by ALT-N in accordance with Section 6.27 (Execution by an Authorized Signatory), Reseller shall, at its sole cost and expense, ensure that the applicable agreements and/or documents are forthwith registered in compliance with this Section 6.25 and applicable laws with the appropriate government authority, agency or director where such registration is required to protect ALT-N's products, software (including intellectual property rights therein), requirements or interests in the Territory. Without limiting the generality of the foregoing, Reseller shall ensure it complies with the requirements of the appropriate government authority, agency or director for seeking, obtaining and maintaining valid and current the registration of the applicable agreements and/or documents, which includes the payment of all fees, duties, stamp duties, costs, penalties and expenses associated with registering the applicable agreements and/or documents including all legal fees and any renewal requirements. In addition Reseller shall ensure that:

- (a) contemporaneously with the execution of this Agreement Reseller shall advise ALT-N in writing of: (i) such agreements and/or documents it intends to file with all confidential and commercial terms from such agreements and/or documents redacted (the "**Redacted Document**") and (ii) the applicable government authority, agency or director the Reseller intends to file the Redacted Documents with, for ALT-N's written approval prior to any such registration;
- (b) during the term of this Agreement and any renewal of the term Reseller shall immediately upon Reseller becoming aware of a registration requirement to protect ALT-N's products, software (including intellectual property rights therein), requirements or interests in the Territory advise ALT-N in writing of such agreements and/or documents and/or any amendments thereto it intends to file with all confidential and commercial terms from such agreements and/or documents redacted (the "**Supplemental Documents**") and specify the applicable government authority, agency or director the agreements and/or documents will be filed with for ALT-N's written approval prior to any such registration;
- (c) during the term of this Agreement and any renewal of the term of this Agreement and/or any agreements and/or documents and/or Redacted Document and/or Supplemental Documents or any amendments thereto are not registered or filed anywhere unless expressly authorized or directed by ALT-N in a document signed by ALT-N in accordance with Section 6.27 (Execution by an Authorized Signatory);
- (d) within five (5) days after receiving ALT-N's express written authorization in accordance with Subsection (c) provide ALT-N with written confirmation that the agreement and/or documents and/or amendments or any part thereof specifically approved by ALT-N has been filed and/or stamped with the appropriate government authority and provide copies to ALT-N of all such filed and/or stamped agreement and/or documents and/or amendment; and
- (e) it takes all necessary steps to prevent the government authority from disclosing any of the agreement or document filed or any terms with respect to the agreement or document (including any amendments thereto) or any documents to any third party.

Reseller shall defend and indemnify ALT-N against all claims, actions, judgments, damages, fines, costs, duty and other expenses, including without limitation, any and all registration fees, penalty fees and lawyer's fees and disbursements relating to the obligations set out in this Section 6.25 including but not

limited to Reseller's failure to comply with the requirements set out herein. For clarity, Reseller acknowledges and agrees that Reseller and not ALT-N is responsible and liable for the payment of any and all stamp duties in the Territory regardless of the laws of the Territory.

- 6.26 **Adherence to Agreement.** Reseller acknowledges and agrees that if this Agreement is updated ("**Updated Agreement**"): (a) by ordering Software and/or Services under such Updated Agreement, Reseller shall be deemed to have agreed to such Updated Agreement; or (b) if Reseller does not want to agree to such Updated Agreement: (i) Reseller shall have fifteen (15) days from receipt of such Updated Agreement to notify ALT-N in writing in accordance with Section 6.16 of any Reseller objections to such Updated Agreement, and if Reseller fails to provide such Reseller notice of objection, Reseller shall be deemed to have accepted such Updated Agreement; and (ii) Reseller shall not order any Software and/or Services that Reseller had not ordered under the Agreement ("**New Products/Services**") until ALT-N and Reseller have entered into an agreement signed by their respective authorized signatories that allows Reseller to purchase such New Products/Services. Reseller acknowledges that: (a) ALT-N it in its sole discretion may reject any orders placed by Reseller until Reseller has agreed to the Updated Agreement; and (b) a breach by Reseller of this Agreement shall entitle ALT-N to pursue all rights and remedies under this Agreement or under the law.
- 6.27 **Execution by an Authorized Signatory.** Unless otherwise expressly stated to the contrary in this Agreement, for any amendments to this Agreement, or consents, approvals, notices or authorizations provided in connection with this Agreement to be binding on ALT-N they must be: (a) signed by a CEO, CFO, COO or CIO; or (b) signed by another officer of ALT-N and must include the "LEGAL OK" annotation from ALT-N's legal department adjacent to the signature of such officer.
- 6.28 **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties and supersedes all previous agreements, representations, understandings and/or commitments, whether oral or written, between the Parties and shall not be released, discharged, changed or modified, except by instruments in writing signed by duly authorized officers or representatives of the Parties. Each Party acknowledges and agrees that it is not relying upon any statements, promises, representations or warranties made by the other Party, or any of its agents, employees or representatives in entering into this Agreement, other than those made in this Agreement.