

SD-WAN RESELLER AGREEMENT

BY PROCEEDING THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements contained herein, the parties agree as follows:

PART 1

DEFINITIONS

1.1 Definitions. In addition to the terms defined in the main body of the Agreement, for purposes of the Agreement and these Terms and Conditions, the following capitalized terms shall have the following meanings:

- (a) **"Agreement"** means this Technology Reseller Agreement;
- (b) **"Customers"** means all current and prospective clients of the Reseller;
- (c) **"Intellectual Property"** means any customer data or lists, software, source code or other forms of intellectual or commercial property of either party and their respective subsidiaries and affiliates;
- (d) **"Wholesale Fee"** means the gross monthly revenues earned by Technology Assurance Group on a contract for Technology Assurance Group Services;
- (e) **"Sales Literature"** means advertising and sales and promotional material, product information sheets, call-scripts, terms and conditions, and related material, respecting Technology Assurance Group and the Technology Assurance Group Services, and such other material as may be necessary, appropriate or convenient (in Technology Assurance Group's sole judgment) to enable the Reseller to market the Technology Assurance Group Services, including, without limitation, all material bearing Intellectual Property, and all order and sales agreement forms and contracts, application forms, work orders, letters of authorization, etc. used by Technology Assurance Group from time to time, all of which shall be either provided or approved by Technology Assurance Group;
- (f) **"Term"** has the meaning set out in section 6.1 of the Agreement;
- (g) **"Trademarks"** means any trade name, business name, logo, service mark, copyright, brand, or trade-mark of either party and their respective subsidiaries and affiliates; and

- (h) **"SD-WAN Services"** means Software Defined Wide-Area Network, a product that helps deliver fully scalable networks that combine multiple connections into a single virtual connection.

PART 2

OBLIGATIONS AND RESPONSIBILITIES OF THE RESELLER

- 2.1 The Reseller agrees to market SD-WAN to their Customers as preferred supplier of SD-WAN services.
- 2.2 Other Obligations of the Reseller. During the Term, the Reseller will:
- (a) Maintain position as initial point of contact with the Customer for support or customer service;

PART 3

OBLIGATIONS AND RESPONSIBILITIES OF TECHNOLOGY ASSURANCE GROUP

- 3.1 Obligations. During the Term, Technology Assurance Group will:
- (a) provide maintenance and support of all Technology Assurance Group Services, through a dedicated third party (Plait Networks as of the date of this document draft) ; and
- (b) provide the Reseller with all reasonable sales, technical and engineering support and training required (also potentially through dedicated third party) to assist it in performing its obligations under this Agreement.

PART 4

MUTUAL OBLIGATIONS AND RESPONSIBILITIES

- 4.1 Mutual Obligations. During the Term, both Technology Assurance Group and the Reseller will:
- (a) be solely responsible for all expenses incurred in the performance of their respective obligations hereunder. Each party hereby acknowledges that it is not entitled to any reimbursement for such expenses unless the other party agrees in writing prior to such expenses being incurred, and provided that appropriate supporting documentation (e.g.,

- invoices and any other similar documentation which the other party may reasonably request) is provided to the other party in a timely manner;
- (b) have no authority to assume or create any obligation whatsoever, expressed or implied, on or in the name of the other party, nor to bind the other party in any manner whatsoever; and
 - (c) have no authority hereunder to represent that rates or services may be obtained from the other party on particular terms and conditions, nor to make allowances or adjustments on accounts for the refund of fees or the return of products, except pursuant to written authorization of such party; and

PART 5

WHOLESALE FEES

5.1 Fees. Fees shall be billed to the Reseller on wholesale basis. Fees are subject to change with 30 days notice.

PART 6

TERM, AMENDMENT AND RENEWAL

6.1 Term. The term of this Agreement shall be month to month, terminable by either party with thirty (30) days notice.

6.2 Renewal. This agreement will automatically renew on a monthly basis and continue as long as services are being utilized by the Reseller Customers, until cancelled by either party in accordance with section 6.1, and regardless of Reseller's continued membership within Technology Assurance Group.

PART 7

PROPRIETARY RIGHTS, CONFIDENTIALITY AND NON-COMPETITION

7.1 Trademarks and Copyrights.

- (a) Each party represents and warrants to the other that it either (i) is the owner of its Trademarks, or (ii) has the right to use and sublicense its Trademarks. Each party shall

indemnify and hold harmless the other party from any claim made by any person in relation to their respective Trademarks provided that neither party is in breach of any of its obligations under this Part 7.

- (b) The Reseller will not use or display any part of any Trademarks as part of its own name, service marks, brands or trade-marks, nor permit the same to be displayed or used by third parties, nor in any other manner not pre-approved in writing by Technology Assurance Group (such as by the terms of this Agreement). The Reseller acknowledges that it acquires no rights whatsoever hereunder to Technology Assurance Group's Trademarks, and that nothing in this Agreement constitutes the grant of a general license to use Technology Assurance Group's Trademarks. Upon termination of this Agreement, any right of the Reseller to designate itself as an independent contractor of Technology Assurance Group expires, and the Reseller will promptly discontinue the use of all of Technology Assurance Group's Trademarks.

7.2 Confidentiality. All information, specifically including but not limited to Intellectual Property, of one party (in this section, the "Providing Party") that is provided to the other party (in this section, the "Receiving Party") which would be considered to be confidential or of a confidential nature by the Receiving Party, acting reasonably, or which may benefit a competitor of Providing Party, including all corporate and financial information, Sales Literature, Intellectual Property and the terms and conditions of this Agreement (the "Confidential Information") will be held confidential by the Receiving Party for the benefit of the Providing Party, and Receiving Party agrees to exercise in relation to the Confidential Information the same reasonable precautions as it takes to safeguard its own confidential information, which will be no less than reasonable care. Each Receiving Party agrees that all leads, lists and identities (including but not limited to the name, address and phone number) of persons provided to the Receiving Party are trade secrets of the Providing Party and governed by this section 7.2, and remain the sole property of the Providing Party upon the termination of this Agreement. The Receiving Party will not sell, release or otherwise disclose the Confidential Information to any other party except as may be required by any court of competent jurisdiction. The Receiving Party agrees to indemnify the Providing Party for any damages, costs or losses whatsoever arising out of or in any way connected with the inappropriate use or disclosure of the Confidential Information. Upon termination of this Agreement, the Receiving Party will promptly return or destroy all Confidential Information (except for Sales Literature) provided by a Providing Party still in its possession and certify that it no longer has in its possession any such Confidential Information.

7.3 Non-Competition/Non-Solicitation. Each party hereby covenants and agrees during the Term that it will not attempt to, on its own behalf or in connection with any other person or entity, directly or indirectly, solicit any customer away from or interfere in the relationship between the other party and its customers for a period of one year from the date of termination of this Agreement.

7.4 Return of Materials. Upon termination of this Agreement, each party will return to the other or, at the other party's exclusive option, destroy and certify the destruction of, all Intellectual Property and Sales Literature provided by the party that is still in the other party's possession or control, and each party will not thereafter use, or permit the use of, any part of the Sales Literature or Intellectual Property.

PART 8

INDEMNITIES

8.1 Indemnity. The Reseller will hold harmless and indemnify Technology Assurance Group from and against any and all damages, losses, costs, actions, causes of action, claims, demands, liabilities, expenses, indirect or consequential damages (including, without limitation, loss of profits and loss of use) that may be asserted against Technology Assurance Group by any customer of the Reseller for:

- (a) suspension, interruption or termination of Services related to the product; or
- (b) any act or omission of the Reseller, Sub-Reseller, sub-licensees, contractors, subcontractors, employees, agents in connection with the exercise of the rights and obligations of the Reseller under this Agreement

8.2 Claims. If a third party asserts a claim against either

- (a) the Reseller asserting that Technology Assurance Group / Multplied Networks delivery of the Services or the use of the Services by the Reseller, in accordance with the terms of this Agreement, violates a patent, trade secret or copyright (an "Intellectual Property Right") owned by a third party ("Infringement Claim"); or
- (b) Technology Assurance Group in respect of any matter for which the Reseller has agreed to indemnify Technology Assurance Group under this agreement (the "Claim");

then Technology Assurance Group or the Reseller, as applicable, will, at its own expense (a) defend or settle the Infringement Claim or the Claim, respectively; and (b) indemnify Reseller or Technology Assurance Group, as applicable, for any damages finally awarded against Reseller or Technology Assurance Group, respectively, but only if Reseller or Technology Assurance Group, as applicable, promptly notifies the other of any Infringement Claim or Claim, respectively, Technology Assurance Group Reseller, as applicable, retains sole control of the defense of any Infringement Claim or Claim, respectively, and all negotiations for its settlement or compromise, and reseller or Technology Assurance Group, as applicable, provides all reasonable assistance requested by Technology Assurance Group or Reseller, respectively. Neither party will be liable for any settlements incurred by one party without the prior written consent of the other.

8.3 Limitation of Liability. In no event is Technology Assurance Group liable under any circumstance whatsoever for any loss of profits or revenues, business interruption losses, loss of contract, cost of capital, loss of business opportunity, delay, loss of goodwill, loss of data, or for any indirect, special, consequential, or incidental damages, and irrespective of any theory of liability, even if Technology Assurance Group or its partners was expressly advised of the possibility of such damages and including but not limited to punitive or exemplary damages, whether the liability, loss or damages arise in contract, quasi contract, tort, equity, or at law.

In no event shall Technology Assurance Group's total liability for all damages, losses, and causes of action whether in contract, quasi contract, tort, equity, or at law, or otherwise exceed the amount specifically paid to Technology Assurance Group hereunder.