



Reseller Agreement

This Reseller Agreement (the "Agreement") is made and entered into between you "Reseller" and SwiftServe Pte Ltd a Singapore corporation with offices at 8 Temasek Boulevard, #20-01 Suntec Tower 3 Singapore 038988, Company registration number: 201019734M ("SwiftServe"). The Company is the provider of the products more fully described in Exhibit A (the "Products"). The Reseller wishes to be appointed a reseller of some or all of the Products and Company is willing to make such appointment.

BY SELECTING "I ACCEPT" DURING THE AUTHORIZED RESELLER PROGRAMME SIGN-UP, OR BY OTHERWISE SIGNIFYING YOUR ACCEPTANCE OF THIS RESELLER AGREEMENT YOU ACKNOWLEDGE AND AGREE: (1) THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (2) THAT YOU AGREE TO BE BOUND BY EACH AND EVERY TERM OF THIS AGREEMENT; AND (3) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, THAT YOU HAVE THE POWER AND AUTHORITY TO DO SO AND TO BIND SUCH COMPANY. If you do not agree with each and every of the terms and conditions of this Agreement, do not click "I ACCEPT" or otherwise take any action that signifies your agreement to this Agreement and contact SwiftServe immediately.

The Company and the Reseller agree to the terms contained in this Agreement.

1. Appointment of Reseller

1.1. Authorization and Appointment. The Company authorizes and appoints the Reseller and the Reseller accepts the appointment, as a non-exclusive reseller to market, sell, or incorporate for resale Company Products and Services.

1.2. Restrictions on Appointment. The Reseller's authorization from the Company to resell Company Products and Services is limited to the Sales Region indicated in the Authorized Reseller Sign-up Page. Additional sales locations must be pre-approved by the Company.

1.3. Revision of Authorization. The Company reserves the right to revise the list of Products and Services at any time during the term of this Agreement. The Company will notify Reseller of such revisions.

2. Orders

2.1. Orders. All orders for the Products submitted by the Reseller shall be submitted via the respective users' webportal ("Orders"). Orders shall contain the following:

- (a) each item of Product ordered ,
- (b) quantity requested;
- (c) unit price;
- (d) payment arrangements;
- (e) delivery date, a date after the Company receives the Order and payment upon which the order is to be delivered ("Specified Delivery Date").

2.2. Cancellation. The Reseller do not have the rights to cancel any Order placed.

3. Delivery and Shipment

3.1. Delivery. The Company shall deliver the Products in accordance to the instructions provided in the Order.

3.2. Failure or Delay in Delivery. The Company shall make commercially reasonable efforts to meet the delivery date specified in the Order, but shall not be liable for failure to deliver or for



any delay or effort in delivery of the Products. In case the Company cannot meet the delivery date specified in the Order, the Company shall promptly notify the Reseller, and discuss in good faith on the appropriate delivery date.

3.3. Defective Products. In the event that the Products is found to be defective ("Defective Product") within ten (10) business days of acceptance of the Products, the Reseller shall promptly notify the Company through e-mail of the existence of such Defective Product. Both the Reseller and the Company shall, in good faith, work to resolve the problem.

4. Price

4.1. Prices to Reseller. The price payable by the Reseller for each Product shall be the applicable suggested list price of such Product less the discount specified in Exhibit A for such Product at the time of order.

4.2. Resale Prices. The Reseller will determine its own resale prices to Reseller customers. The Company may, however, from time to time provide the Reseller with suggested retail price lists. Resale prices shall not be shared with any third party other than Reseller customers, and shall not be advertised publicly, posted to any website other than the Reseller or the Customer intranet sites not available to the general public, or made available via any other publicly available resource. However, the Reseller may disclose pricing to Reseller customers via a secure, password-protected website or online system controlled by the Reseller and made available solely to Reseller customers.

4.3. Revision of Prices. The Company may, upon sixty (30) days prior written notice to the Reseller, change the discount for any or all Products not yet ordered.

5. Payment

5.1. Payment Method. Payment shall be made via PayPal on web portal. If other payment methods are required, please write in to the Company and it should be mutually agreed by both parties.

5.2. Payment Net of Taxes. The fees do not include any taxes, import or export fees, duties, or similar charges, all of which are the Reseller's responsibility.

6. Reseller Responsibilities

6.1. Marketing. The Reseller shall use its best efforts to market, advertise, and otherwise promote and sell the Products.

6.2. Employee Training. The Reseller shall ensure that any of its employees who are responsible for the marketing and sales of the Products have proper skill, training and background to enable them to provide such marketing and sales in a competent and professional manner. For all Technical matters, resellers can contact us at support@conversant.tv

6.3. Reseller Customer Information. The Reseller agrees to provide the name and address of Reseller customer as requested by the Company on a necessary basis.

6.4. Records and Reports. The Reseller shall maintain records of its marketing and sales activities under this Agreement for a period of three (3) years after termination of Agreement. Upon the Company' request, the Reseller shall provide the Company with reports describing the Reseller's sales of Products, including the number of Products sold, the dates and Device Serial Numbers (DSN) of the Products sold, and remaining inventory on hand.



7. Term

7.1. **Initial Term.** The initial term of this agreement will be on a yearly basis, effecting on the date where the Reseller signs up and consent to the Agreement for the Authorized Reseller Programme, unless terminated earlier.

7.2. **Renewal Terms.** Following the initial term, this agreement will automatically renew for successive 2 terms, unless terminated earlier. If a party elects not to renew this agreement, that party shall provide Notice of that intention to the other party at least 60 days before the renewal date.

8. Warranty

8.1. **Product Warranty.** All Reseller-branded products are covered by Reseller's limited warranty statements that are provided with the products or otherwise made available. Non-Reseller branded products receive warranty coverage as provided by the relevant third party supplier.

8.2. **Software Warranty.** The Company warrants that: for thirty (30) days from the date company provides the Software to the Reseller, the program portion of the Software will substantially conform with the applicable documentation, as updated from time to time, including "ReadMe" files and release notes available online ("Limited Warranty").

8.3. **Disclaimer of All Other Warranties.** The Reseller disclaims to the [fullest] extent authorized by law any and all [other] warranties, whether express or implied, including, without limitation, any implied warranties of [title, non-infringement, quiet enjoyment, integration,] merchantability or fitness for a particular purpose.

9. Ownership of Intellectual Property

9.1. **Retention of Rights.** The [Licensee/Customer] acknowledges and agrees that the [Licensor/Supplier/Company], its suppliers, partners and licensors (if any), own and shall retain all right, title and interest in and to (a) all intellectual property rights embodied in the [Products/Software]and Services, including the manufacture and/or production of [Products/Software] (and all copies and derivative works thereof, by whomever produced), and associated Product documentation; (b) all of the service marks, trademarks, trade names or any other designations, and (c) all copyrights, patent rights, trade secret rights, and other proprietary rights in the[Products/Software].

9.2. **No Rights Granted.** The [Licensee/Customer] acknowledges and agrees that this Agreement does not grant to [Licensee/Customer]any intellectual property rights in the [Products/Software].

10. Trademark

10.1. **Use of Trademarks.** The Reseller may, whether in connection with its own trademarks, use the then current Product names, logos and other marks ("Marks") on the Product and all marketing and promotional material therefore as authorized by Company for all proper purposes in the performance of Reseller's duties hereunder.

10.2. **Trademark Policies.** The Reseller's use of such Marks shall be in accordance with Company's policies in effect from time to time, including, but not limited to, trademark usage and advertising policies.

10.3. **No Trademark Claims.** The Reseller shall have no claim or right in such Marks and Reseller shall not make any claim or contest the use of any such Mark authorized by Company. Except as expressly authorized in writing by Company, Reseller shall not file or attempt to register any Mark or any mark confusingly similar Marks.



11. Confidential Information

11.1. Protection of Information. Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information.

11.2. Non-Disclosure and Non-Use. Neither party shall disclose to third parties the other's Confidential Information without the prior written consent of the other party. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.

11.3. Notification of Employees and Agents. Each employee or agent of Reseller, performing duties hereunder, shall be made aware of this Agreement and shall execute a document that binds said employee or agent of Reseller to the same level of confidentiality contained herein.

11.4. Definition of Confidential Information. The term "Confidential Information" includes all information not generally known to the public that Company considers and treats as confidential and proprietary but not limited to technology, and product plans, and other information held in confidence by Company that is marked or designated as confidential at the time and information that, due to its character or nature, a reasonable person in a like position and under like circumstances would treat as secret and confidential. During the term of this Agreement and at all times after its termination, Reseller agrees (i) to hold the Confidential Information in confidence, (ii) not to disclose Confidential Information to any third parties, except for employees and independent contractors who have a "need to know" and who have signed agreements containing disclosure and use restrictions no less stringent than those in this Section, and (iii) not to use Confidential Information for any purpose except as required to perform under this Agreement.

12. Termination

12.1. Termination without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

12.2. Termination for Cause. Either party may terminate this Agreement, effective immediately upon written notice to the other party if:

- (a) the other party materially breaches any term of this Agreement and fails to cure such breach, which is a curable breach, within thirty (30) days after receipt of the non-breaching party's written notice of such breach;
- (b) the other party materially breaches any term of this Agreement which is not capable of cure;

12.3. Termination on Insolvency. This agreement will terminate immediately upon either party's insolvency, bankruptcy, receivership, dissolution, or liquidation.

12.4. Effects of Termination. Upon any termination or expiration of this Agreement:

- (a) Reseller shall cease to be an authorized reseller of Product and all rights and licenses granted to Reseller hereunder shall cease;
- (b) Reseller shall immediately:
 - (i) cease all use and distribution of the Product;
 - (ii) discontinue any use of the Marks; and
 - (iii) cease to promote, solicit or procure orders for the Product.



12.5. **Continuing Obligations.** The termination of this Agreement shall not release Reseller from the obligation to pay any sum that Reseller may then owe to Company, or from the obligation to perform any other duty or to discharge any other liability incurred by Reseller prior thereto. The termination of this Agreement shall not release Company from the warranties in this Agreement.

13. Indemnification

13.1. **Indemnity.** Reseller shall indemnify and hold Company harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) which Company incurs as a result of any claim based on any breach of any representation or warranty, covenant or agreement by Reseller under this Agreement or any breach of this Agreement by Reseller.

13.2. **Conditions to Indemnity.** Reseller's obligations under this Section are contingent upon:

- (a) Company promptly gives written notice of any claim to Reseller;
- (b) at Reseller's expense, Company provides reasonable assistance which Reseller may reasonably request for the defense of the claim; and
- (c) Reseller has the right to control the defense or settlement of the claim, provided, however, that Company shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense.

14. Intellectual Property Infringement

14.1. **Indemnity.** Company agrees to hold Reseller harmless from and indemnify all liability for infringement of any patent, copyright or trademark rights or other intellectual property rights of third parties which result from the sale of Products. 14.2. **Conditions to Indemnity.** Company's obligations under this Section are contingent upon Reseller

- (a) giving prompt written notice to Company of any such claim;
- (b) allowing Company to control the defense and any related settlement of any such claim; and
- (c) furnishing Company with reasonable assistance in the defense of any such claim.

14.2. **Exceptions to Indemnity.** Company shall have no obligation under this Agreement for any claim of infringement or misappropriation to the extent that it results from

- (a) modifications to the Products made other than by Company;
- (b) failure of Reseller to use updated or modified Products provided by Company to avoid a claim of infringement or misappropriation;
- (c) compliance by Company with designs, plans or specifications furnished by or on behalf of Reseller; or
- (d) any opening of or other tampering with a Product by non-Company personnel.

15. Limitation of Liability

15.1. **Damages.** In no event will Company be liable for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages or liabilities whatsoever arising from or relating to the software, the software content or this agreement, whether based on contract, tort (including negligence), strict liability or other theory, even if Company has been advised of the possibility of such damages.



15.2. **Maximum Liability.** In no event will Company liability exceed the monies paid by the Reseller to the Company. The existence of more than one claim will not enlarge or extend this limit.

16. General Provisions

16.1. **Notice.** Any notices required or permitted shall be given to the appropriate Party at the address specified above, or at such other address as the Party shall specify in writing, and shall be effective upon actual receipt.

16.2. **Assignment.** The parties may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the party, which shall not be unreasonably withheld.

16.3. **Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by this Agreement.

16.4. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16.5. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16.6. **Interpretation.** In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

16.7. **Amendments.** No change or modification of this Agreement will be valid unless it is in writing and consented by each party to this Agreement.

16.8. **No Waiver.** A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

16.9. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Republic of Singapore, without regard to its conflict of laws rules.

16.10. Dispute Resolution.

16.10.1. Where a disagreement arises between the Parties from or in relation to the performance or interpretation of this Agreement (for the purposes of this paragraph a "Dispute") and a party (for the purposes of this paragraph the "disputing party") wishes to invoke the dispute procedure specified in this paragraph, it shall send written notice of the Dispute to the other party (for the purposes of this paragraph the "receiving party"). The notice shall contain all relevant details including the nature and extent of the Dispute. Upon receipt of the notice, the parties agree to go to arbitration in Singapore in accordance with arbitration rules of the Singapore International Arbitration Centre and the award thereof shall be final and binding on both parties and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.



16.10.2 In determining the Dispute, the parties must instruct the Arbitrator:

- (a) to decide within the shortest practicable time and as informally and as inexpensively as possible;
- (b) to consult with each of the parties and give each a reasonable opportunity to make submissions and to put any material before the Arbitrator which the party considers relevant; and
- (c) to deliver an Award stating its opinion with respect to the matters in the dispute and the reasons for its decision.

16.10.3 The costs of the Arbitrator will be borne solely by Reseller.

16.10.7 Any information or documents disclosed by a party under this clause 16.10:

- (a) must be kept confidential;
- (b) may only be used to attempt to resolve the Dispute; and
- (c) must not be used as evidence in court proceedings arising out of this Agreement.

16.10.8 The above procedures are without prejudice to any other rights and remedies that may be available in respect of any breach of any provisions of this Agreement.

16.11. **Compliance of Law.** The parties shall comply with any and all applicable laws, rules and regulations of the governmental authorities concerned.

16.12. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. In the event of a threatened default or default as a result of any of the above causes, the defaulting party shall exercise its best efforts to avoid and cure such default. In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then the non-defaulting party may elect to terminate this Agreement and/or cancel or suspend any Purchase Orders thereunder by a written notice to the defaulting party.

16.13. **Export and Import Controls.** Each party shall be responsible for: (a) complying with all export restrictions, laws and regulations; (b) securing all permits and other licenses necessary to carry out its obligations under this Agreement; and (c) paying all tariffs, duties and the like, associated with its export of any goods or the use of any information in connection with the Products.

16.14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16.15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.



EXHIBIT A

PRODUCT	PRICE LIST	QUANTITY PURCHASED	DISCOUNT
SwiftCache Lite 300 MBPS	USD\$299 / Month	Minimum of 5	Up to 30% discount depending on the quantity purchased. Please login to your account for more details.

PRODUCT	PRICE LIST	QUANTITY PURCHASED	DISCOUNT
SwiftCache Lite 500 MBPS	USD\$399 / Month	Minimum of 5	Up to 30% discount depending on the quantity purchased. Please login to your account for more details.