

THIS PERSISTENT RESELLER PROGRAM AGREEMENT (“Agreement”) is entered into as of last date of signature by the parties (the **“Effective Date”**), by and between Persistent Systems, Inc., a California corporation (**“PSI”**), and [REDACTED] (**“Company”**).

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. DEFINITIONS

- a. "Agreement" includes the Exhibits annexed hereto.
- b. "Channel Partner Program Manager" is the person(s) who acts as a point of contact for the Company.
- c. "Company's Personal Data" means Company's personal data or other personal data in Company's control, including but not limited to names, telephone numbers and e-mail addresses.
- d. "Competing Products" means software and/or other products having identical or similar functions to the Products.
- e. "Competitor" means any Person involved directly or indirectly in the business of developing, marketing or distributing Competing Products.
- f. "Delivery" means the date when PSI places the Product(s) at Company's or Company's representative's disposal at the address agreed to by PSI.
- g. "Estimated Volume" is the combined monetary amount of eligible Products and related Support that Company plans to order from each Exhibit during the term of this Agreement.
- h. "Exhibits" means attachments that describe or otherwise apply to the sale or license of Products or Support.
- i. "End-User" means any Person to which PSI has validly granted a license for use of Products.
- j. "End-User License Agreement" or "EULA" means the applicable license agreement (including any applicable appendices that are part of the EULA), as it may be revised from time to time by PSI, for the use of Products by End-User, entered into between (i) End-User and (ii) PSI.
- k. "Product(s)" means any Software licensed under this Agreement that is determined by PSI to be available from PSI upon receipt of Company's order. "Custom Products" means Products manufactured or configured to meet Company requirements.
- l. "Services" means any standard service offerings of PSI related to the Products.
- m. "Software" means one or more computer programs in object code format, whether stand-alone or bundled with other Products, and related documentation provided to Company under this Agreement.

- n. "Specifications" means specific technical information about Products that is published by PSI in effect on the date PSI ships Company's order.
- o. "Support" means any standard service such as Software updates and maintenance; or education and training. "Custom Support" means Support adapted to meet Company requirements.

2. APPOINTMENT

- a. PSI hereby appoints the Company:
 - (i) a Reseller for the Products, if the Company executes Reseller Program Exhibit;
 - (ii) a Support Partner for the Products, if the Company executes Support Partner Exhibit;
 - (iii) a Distributor for the Products, if the Company executes Distributor Exhibit.

Such appointment is non-exclusive and limited to the Territory mentioned in the applicable Exhibit.

- b. PSI hereby authorizes Company to provide the services described in the applicable Exhibits.
- c. Company's appointment as Reseller, Partner or Distributor is subject to the terms and conditions contained within this Agreement and any Exhibits incorporated herein.

3. RELATIONSHIP

- a. Company and PSI are independent contractors for purposes of this Agreement. This Agreement does not establish a franchise, joint venture or partnership, or create any relationship of employer and employee, or principal and agent between the parties.
- b. Neither party will have, nor represent that it has, any power, right, or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party without such other party's express written consent. Company acknowledges that any commitment made by Company to its End- Users with respect to price, quantities, delivery, specifications, warranties, modifications, interfacing capability or suitability will be Company's sole responsibility, and Company will indemnify PSI from liability for any such commitment by Company.
- c. Each Party shall control the means, manner and method of its performance. Neither Party shall either exercise or have the right to exercise any control, supervision or oversight of the other Party's performance.
- d. PSI may market third party products, including third party products in competition with Products, without making those third party products available to Company. PSI

reserves the right to resell Products, Services and Support, and third party products directly to End-Users without relying on Company.

- e. PSI will not be deemed a party to any agreement between Company and any subsequent purchaser or licensee.
- f. Immediately upon notification from PSI to Company, Company shall change or cease representations or business practices pertaining to this relationship found to be misleading or deceptive by PSI.
- g. Company shall conduct all activities relating to its business with PSI in accordance with the highest standards of ethics and fairness as well as in compliance with all applicable laws and regulations.
- h. Company shall not issue any press release concerning this Agreement without the prior written consent of the PSI as to form, content, and timing of the press release.
- i. Notwithstanding any other provisions of this Agreement, PSI may elect at any time during the term of this Agreement to announce new version of the Products or new products to which the terms and conditions of this Agreement may not apply.

4. MARKETING PROGRAM

From time to time, PSI may offer Company marketing programs based on terms and conditions applicable to such programs. For eligibility and program details, contact your PSI Channel Partner Program Manager.

5. TRADEMARKS

- a. PSI Marks means the PSI mark(s) and any other any other names, designations, logos, label, trademarks, and service marks used from time to time by PSI in connection with Products, Support or Services listed in the Partnership Website or in a written Guideline given by PSI to Company. PSI may authorize Company to display one or more designated PSI Marks. Unless provided otherwise to Company by PSI, PSI Marks that can be displayed by Company can be found at the Partnership Website or in a written Guideline given to you. Company shall display the PSI Marks solely to promote Products, Services and Support.
- b. Company shall not use any PSI Marks in a manner implying Company is or may be a branch or entity of PSI. Company shall promptly discontinue such use of a PSI Mark upon PSI's request.
- c. PSI authorizes Company, in describing its relationship with PSI, to identify itself as a PSI reseller, partner or distributor for only those Products, Services, and Support activities this Agreement permits Company to purchase and resell or provide.

- d. Displays of PSI Marks shall be in good taste and in a manner that preserves their value as PSI Marks. Use of PSI Marks shall be at all times subject to any PSI standards, policies and guidelines that may be set forth at the Partnership Website or in a written Guideline given by PSI to Company. All rights or purported rights in PSI Marks acquired through Company's use belong solely to PSI. PSI reserves all rights under law or in equity for misuse of PSI Marks.
- e. PSI reserves the right to require Company to suspend its use of any PSI Marks immediately, without prior notice.
- f. Company grants PSI the non-exclusive, royalty-free right to display Company's marks in advertising and promotional material. PSI shall display Company's marks in good taste, in a manner that preserves their value as Company's marks, and in accordance with any standards provided by Company for their display. Any rights or purported rights in Company marks acquired through PSI's use belong solely to Company.
- g. Company will not, without PSI's prior written consent, remove, alter or modify serial or identification numbers, labels, trademarks or other trade-identifying symbols from Products sold by PSI under this Agreement.
- h. PSI will have the sole and exclusive right in its sole discretion to bring legal actions for trademark infringement with respect to any of the PSI Marks. Company will assist PSI in such legal proceedings. Company will notify PSI promptly of any trademark or patent infringements of which it has knowledge.

6. TERM AND TERMINATION

- a. This Agreement will remain in effect for a period of twelve (12) months from the Effective Date. Prior to the expiration of the Agreement, the parties may agree to a renewal term of twelve (12) months ("Renewal Term"). Estimated Volumes and Exhibits will be reviewed and revised as appropriate prior to any Renewal Term.
- b. This Agreement may be terminated immediately upon notice in writing by either party, for cause, unless the other party cures the breach within thirty (30) days of written notice of such breach.
- c. Except as otherwise provided herein, PSI may cancel any order, delete supported product(s), or terminate any Exhibit(s) on sixty (60) days written notice to Company at any time for any reason.
- d. This Agreement will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors, or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.

- e. Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

7. CONFIDENTIALITY

- a. In the event that confidential information is exchanged, each party will protect and safeguard the confidential information of the other in the same manner in which it protects its own equivalent confidential, and trade secret information, but in no event less than a reasonable degree of care. The party claiming the benefit of this provision must furnish such information in writing and mark such information as "Confidential" or if such information is provided orally, then the transmitting party ("Discloser") will designate such information as being confidential at the time of disclosure and confirm in writing to the receiving party ("Recipient") that it is confidential within thirty (30) days of its communication. Such information will remain confidential for three (3) years after the date of written disclosure.
- b. As used herein, the term "Confidential Information" shall include, without limitation, all information designated by either party as confidential pursuant to Section 7(a), all information or data concerning or related to Products, Support or Services (including the discovery, invention, research, technical know-how improvement, development, manufacture, or sales thereof), processes, passwords or general business operations including sales costs, profits, pricing methods, formal contractual communications, lists of other company, organization and employee lists), and any information obtained through access to any systems (including computers, networks, websites, voice mail, etc.) which, if not otherwise described above, is of such nature that a reasonable person would believe it to be confidential. Such information shall be deemed Confidential Information subject to the provisions of this Agreement.
- c. This Section imposes no obligation upon a Recipient with respect to confidential information that (a) was in the Recipient's possession before the disclosure; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient; (f) is disclosed under operation of law; or (g) is disclosed by the Recipient with the Discloser's prior written approval. No such information is deemed to be Confidential Information.
- d. If personal data for employees or customer employees of either PSI or Company is disclosed to either party, each party agrees to comply with the applicable data protection laws when collecting, storing, transferring, sharing and/or otherwise processing such personal data. PSI will store and use any of the Company's Personal Data in accordance with PSI's privacy practices, which are available upon request. PSI will not sell, rent or lease Company's Personal Data to others. Company agrees that PSI may forward Company's Personal Data to other PSI entities or business partners (including agents, resellers and subcontractors) solely to conduct business activities,

including communication with third parties (such as the handling of orders, advertising campaigns or market research). Company agrees that PSI and its entities may store and use Company's Personal Data in all countries where PSI and its entities do business. Company represents and PSI acknowledges Company's representation that consent from individual data subjects has been obtained or is not needed.

8. EXHIBITS

The following Exhibits are attached hereto and are incorporated into this Agreement.

- a) Radia Client Automation- Product Terms
- b) Product Discount
- c) Reseller Program Exhibit
- d) Support Partner Exhibit

In the event of any conflict between the terms and conditions of the Exhibits mentioned above and the terms and conditions set forth in this Agreement, the latter will govern.

9. GENERAL

- a. All notices that are required under this Agreement must be in writing addressed to the authorized representative of the recipient as provided below or to its authorized designee as may be designated from time to time. Such notices will be considered given as of twenty-four (24) hours after sending by electronic means, facsimile transmission, overnight courier, or hand delivery, or as of five (5) days of certified mailing.
- b. PSI will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- c. Neither party may assign or transfer this Agreement without the other party's prior written consent. Any attempted assignment or transfer without such consent will be void. Notwithstanding the foregoing, PSI may assign or transfer this Agreement without consent in connection with a merger, reorganization, change of control or ownership, or transfer or sale of assets or product lines. Company may not assume this Agreement in connection with any bankruptcy proceedings without PSI's written consent
- d. Company who exports, re-exports, transfers or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable U.S. and other laws and regulations and for obtaining any required export and import authorizations. Company will comply with U.S. and other laws and regulations prohibiting transfers, exports and re-exports to certain end-users and destinations or for certain end-uses, unless written authorization is obtained from the appropriate government. PSI may terminate this Agreement immediately if Company is in violation of any applicable laws or regulations.

- e. Disputes arising in connection with this Agreement will be governed by the laws of the State of California, and the courts of that State will have jurisdiction, except that PSI may, at its option, bring suit for collection in the country where Company is located.
- f. Neither party's failure to exercise any of its rights under this Agreement will be deemed a waiver or a forfeiture of those rights.
- g. Company will conduct all its activities relating to its business with PSI in accordance with the highest standards of ethics and fairness as well as compliance with applicable law. PSI may immediately terminate this Agreement if Company fails to do so.
- h. To the extent that any provision of this Agreement is determined to be illegal or unenforceable in a particular country, the remainder of the Agreement will remain in full force and effect.
- i. All days are calendar days unless otherwise stated.
- j. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or to transactions processed under this Agreement.
- k. Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Company is solely liable if Products or Support purchased by Company are used for these applications. Company will indemnify and hold PSI harmless from all loss, damage, expense or liability in connection with such use.
- l. This Agreement constitutes the entire understanding between PSI and Company, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Company's additional or different terms and conditions will not apply. Company's purchase or license of Products and Support will constitute Company's acceptance of this Agreement, which may not be changed except by an amendment signed by an authorized representative of each party.

Company:

[REDACTED]

PSI:

Persistent Systems, Inc.

2055, Laurelwood Road,

Suite 210, Santa Clara,

CA 95054, USA.

Attn: President.

COMPANY'S ESTIMATED VOLUMES

The Estimated Volume for each Product appears below.

Radia Client Automation \$[] USD

IN WITNESS WHEREOF, The parties have duly executed this Agreement effective as of the date indicated above:

AGREED TO:

AGREED TO:

Company: []

PSI: **Persistent Systems, Inc.**

Authorized Representative Signature

Authorized Representative Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit: Radia Client Automation- Product Terms

1. ORDERS, CANCELLATIONS AND RETURNS

- a. All orders are subject to acceptance by PSI. Product orders must reference this Agreement, be issued during the term of this Agreement, and specify Delivery within three (3) months from order date. PSI will issue a quote(s) in response to the order by the Company, which must be accepted by the Company to finalize the order.
- b. Company will issue orders from agreed upon locations within its organization.
- c. Prices are based on the applicable PSI list price in effect at the time an order from Company is received by PSI, less the applicable discounts.
- d. Discounts are listed on Exhibits and are based on Estimated Volumes.
- e. Company shall order Product and Support by providing PSI with a copy of the End-User Order Form duly signed by End-User. All the orders are subject to acceptance by PSI.
- f. Any terms or conditions appearing on the face or reverse side of any End-User Order Form, acknowledgment or confirmation from Company that are different from or in addition to the terms and conditions of this Agreement or any PSI confirmation shall not be binding on PSI, unless PSI expressly agrees in a separate writing to be bound by such separate or additional terms and conditions. Orders for Products shall be sent by Company to office of the PSI or any other entity as designated by PSI in writing to the Company.
- g. Prices are exclusive of, and Company will pay, applicable sales, use, consumption, goods and services, value added or like taxes, unless Company has provided PSI with an appropriate exemption certificate for the delivery jurisdiction or PSI agrees the transaction is otherwise exempt.
- h. Company may cancel orders for Products (except Custom Products) prior to shipment with a 90 day prior notice at no charge. Cancellation of orders or rescheduling shipment for Custom Products will be subject to PSI's approval. Cancellation of a Support order will be subject to applicable charges.
- i. Product returns will also be subject to PSI's approval and return/refurbishment charges.
- j. Unless otherwise agreed between the parties in writing, Company shall sell at least one (1) year Support to the End-User with every sale of Product.
- k. Parties identify the entities as listed in Appendix A attached to this Agreement as Persistent Entities that are eligible to provide quotation in response to the order issued by the Company under the Agreement and establishing the terms and conditions that apply to such orders.

2. DELIVERY AND ACCEPTANCE

- a. PSI will make reasonable efforts to meet Company's Delivery and shipment requirements. If PSI is unable to meet Company's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Company's sole remedy is to cancel the order. For certain Products PSI may prefer or use electronic delivery as a sole mode of delivery. In case of electronic delivery a communication that the Product is available for download will be deemed "Delivery".
- b. Acceptance of Products by Company will occur upon Delivery.

3. PAYMENT

- a. Payment terms are subject to PSI credit approval. Payment is due thirty (30) days from PSI's invoice date. Invoices for contractual Support will be issued in advance of the Support period. PSI may change credit or payment terms at any time should Company's financial condition or previous payment record so warrant.
- b. PSI may discontinue performance if Company fails to pay any sum due, or fails to perform under this or any other PSI agreement if, after ten (10) days written notice, the failure has not been cured.
- c. Any Company claim for adjustment of a PSI invoice is deemed to be waived if Company fails to present such claim within ninety (90) days from the date of the PSI invoice. No claims, credits, or offsets may be deducted from any PSI invoice

4. SUPPORT

- a. Company may order Support from PSI's current Support offering as available. Orders for Support are also subject to the Product specific Support terms and the terms indicated on the quotation.
- b. To be eligible for a Support agreement, Products must be at current specified revision levels, and may require PSI's certification, at Company's or end user's expense, that Products are in good operating condition.
- c. Upon notice as per PSI's the then end of life policy, PSI may delete Products no longer included in PSI's Support offering or may cancel a Support agreement.

5. PRODUCT

- a. Use of Product by End-User is governed by the EULA.
- b. The Product is owned and copyrighted by PSI or its third party suppliers. PSI and its third party suppliers retain all right, title and interest in the Product. Third party suppliers may protect their rights in the Product in the event of any violation of these license terms.
- c. Company will not disassemble or otherwise modify the Product without written authorization from PSI. Company may not copy the Product onto any public or distributed network.

6. INTELLECTUAL PROPERTY CLAIMS

- a. PSI will defend or settle any claim against Company, (or end users or third parties to whom Company is authorized by PSI to resell or sublicense), that the Products (excluding Custom Products) delivered under this Agreement infringe an intellectual property right in the country where the Products are used or sold, provided Company promptly notifies PSI in writing and cooperates with and provides control of the defense or settlement to PSI, to the extent legally permissible.
- b. In the event of an infringement claim under Section 6 (a), PSI will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, PSI may, at its option, modify the Product, procure any necessary license, or replace it. If PSI determines that none of these alternatives is reasonably available, PSI will refund Company's purchase price less any depreciation calculated on a five (5) years basis, upon return of the Product.
- c. PSI has no obligation for any claim of infringement arising from:
 - 1) PSI's compliance with, or use of, Company's designs, specifications or instructions or technical information;
 - 2) Product modifications by Company or a third party;
 - 3) Product use prohibited by Specifications or related application notes; or
 - 4) use of the Product with products not supplied by PSI.
- d. These terms state PSI's entire liability to Company and its customers for claims of intellectual property infringement.

7. WARRANTY

I. Warranties Applicable To Product:

- a. Any warranty on the Product will be solely in accordance with the standard Product EULA unless agreed otherwise in a written and signed document issued by PSI.
- b. PSI does not warrant that PSI Branded Product shall operate in hardware and software combinations selected by Company, End-Users or any third parties, or meet requirements specified by Company, End-Users or, third parties, or that the operation of Products shall be uninterrupted or error free.
- c. The above warranties do not apply to defects resulting from improper or inadequate maintenance or calibration by Reseller or Partner or End-User; non-PSI supplied software, interfacing or supplies; unauthorized modification; improper use or operation outside of the specifications for the Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair.
- d. Company will not pass on to any party any warranty or representation on behalf of PSI. Company agrees to hold PSI harmless, and waives and releases any claims it may have or allege against PSI with regard to any and all end-user warranties.

- e. The warranties provided in this Section 7 shall not apply to defects resulting from abuse, misuse, negligence, accident, loss or damage in transit, or any other Products warranty exclusion set forth in warranty materials or documentation, or from attempted repair by an unauthorized technician.
- f. The warranties provided in this Section 7 shall apply only to those Products and Support that are branded by PSI with a PSI trademark (“**PSI Branded**”). PSI does not warrant any third party products or support even if included with other PSI Branded Products. Furthermore, PSI provides all such third party products and support AS IS. However, the original manufacturers or suppliers may provide their own warranties as specified in the documentation accompanying such third party products and support.

II. WARRANTY DISCLAIMERS

THE WARRANTIES HEREIN ARE SOLE AND EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, PSI SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

8. LIMITATION OF LIABILITY AND REMEDIES

- a) In no event will PSI, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in this Agreement.
- b) To the extent that limitation of liability is permitted by law, PSI’s liability to Company is limited to amounts received in preceding three months under this Agreement, except that PSI’s obligation to make warranty refunds is limited to the Product purchase price.
- c) The limitations set forth in Sections 8(a) and 8(b) above will not apply to infringement claims under Section 6, or to damages for bodily injury or death.
- d) The remedies in this Agreement are Company’s sole and exclusive remedies.

AGREED TO:

AGREED TO:

Company: [REDACTED]

PSI: **Persistent Systems, Inc.**

Authorized Representative Signature

Authorized Representative Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

Persistent Entity

Unless otherwise approved by Persistent, orders will be issued by each Company to the corresponding Persistent Entity in the applicable geography as specified below and will reference the Agreement. Orders issued by Company to Persistent Entity listed below shall be counted towards calculation of the sales volume requirements of the Agreement. The laws of the country in which the Persistent Entity is located, excluding conflicts of law rules, will apply. The courts of the country in which the Persistent Entity is located will have jurisdiction over any disputes arising between the Company and the Persistent Entity.

Name of Persistent Entity	For orders in following jurisdiction
Persistent Systems, Inc.	Unites States of America
Persistent Systems Limited	India
Persistent Systems Pte. Ltd.	Other than Unites States of America and India

Exhibit : Product Discount

The discount rate for eligible Products (including applicable standard options), that are determined by PSI to be available from PSI upon acceptance of Company's order, is based on the Estimated Volume. Custom Product and option discounts are subject to agreement between Company and PSI prior to each order.

DISCOUNT

Eligible Products will receive discounts in accordance with the following "Discount Percentage Schedule" in this Exhibit. The discounts granted under this Exhibit are in lieu of and not in addition to any other discounts that might be available from PSI with the exception of certain special promotions that may be offered from time to time. This discount is applicable on the PSI List Price or any higher price. Discounts on any specifically negotiated price lower than the PSI List Price, if permitted by PSI, will have to be agreed on a case on case basis. PSI reserves the right to change prices and discounts at any time. PSI will endeavor to provide a prior notice of any price change. The price change will not affect any quote(s) already issued by PSI.

DISCOUNT PERCENTAGE SCHEDULE

PRODUCTS SUBJECT TO DISCOUNT

Product Line: Radia Client Automation

PSI Product will receive discount of: []

Depending whether Company would be acting as Reseller or Support Partner, following discount percentage would be applicable on Product and Support:

Sr. No.	Type of channel	Discount % on License list price	Discount % on support list price	Nature of benefit
1.	Reseller	NA	NA	Discount
2.	Support Partner	NA	NA	NA

AGREED TO:

AGREED TO:

Company: []

PSI: **Persistent Systems, Inc.**

Authorized Representative Signature

Name: _____

Title: _____

Date: _____

Authorized Representative Signature

Name: _____

Title: _____

Date: _____

Exhibit: Reseller Program Exhibit

1. Appointment

- a. Subject to the terms and conditions of this Agreement, PSI appoints Company, and Company accepts such appointment and agrees to act, during the term of this Agreement, as a non-exclusive reseller of Products, Support and Services in the Territory. PSI may market and resell directly or indirectly to End-Users inside and outside the Territory. Reseller recognizes that PSI has appointed or may appoint other resellers of Products or services inside and outside the Territory.
- b. Reseller shall market and resell Products, Support and Services only to End-Users and shall not market or resell Products, Support and Services to entities that are or that it has reason to believe are (i) software publishers and/or (ii) software service providers, and/or (iii) Competitors. Reseller is not authorized to appoint any sub-distributor or agent.
- c. For the purpose of this Exhibit "Territory" will be communicated by PSI to the Reseller via email.

2. **No Sub-License:** Reseller has no right to grant any sublicense, in part or in whole, on any of the licenses granted pursuant to the Agreement.

3. No Development Rights

- a. Reseller acknowledges that, PSI may provide the Reseller Products for demonstration purposes only. Therefore, Reseller further acknowledges that rights to develop any product or derivative work from Products are expressly excluded from the scope of this Agreement. Consequently, in the event that Reseller wishes to develop any product or derivative work from Products, Reseller shall enter into a specific agreement with PSI providing for rights to develop products in consideration for payment of agreed fees.
- b. Reseller shall have no right to engage in reverse engineering of any Products for which demonstration licenses have been granted.
- c. Reseller acknowledges, that, except as explicitly stated in this Exhibit, the Exhibit does not grant Reseller any right or license to the Products or any proprietary rights therein, and no license or other rights shall be created by implication or estoppel. In particular, but without limiting the generality of the foregoing, no right or license in or to the source code for the Products is granted hereunder and Reseller shall have

no right whatsoever to obtain, review, or otherwise use or have access to the source code for the Products.

4. Reseller's Responsibilities

Reseller will use its best efforts to promote Product, Support and Services and maximize the licensing and use the Product in the Territory. In furtherance of, but without limiting the foregoing, Reseller shall:

- a. identify and qualify customers for the Products;
- b. demonstrate the Products to End Users at End User sites and/or at its own offices;
- c. develop sales proposals;
- d. diligently promote the distribution and End-Users' deployment of latest available versions and Releases of Products;
- e. assist PSI in assessing End-User requested modifications and improvements to Products;
- f. in all correspondence or other dealings relating to or concerned with Products, clearly indicate that it is acting as a reseller and not as author or developer of Products;
- g. provide to PSI, on a regular basis, the updated End-User List.

5. REPRESENTATIONS

Reseller hereby represents that as a reseller:

- a. It is experienced in the use and operation of the Products to be purchased hereunder and will assume sole responsibility for marketing these Products and will require no assistance from PSI in conducting its business.
- b. Since Reseller is acting as an independent contractor, any representation made or agreements executed by Reseller will be Reseller's sole responsibility.
- c. The Products purchased hereunder will be sold or leased by Reseller to end-users (other than Reseller's corporate parent, division, or any subsidiary of corporate parent) in the regular course of business.

6. CONDITIONS

- a. Reseller shall comply with the Exhibit- Radia Client Automation Product Terms.
- b. If Reseller's end-users purchase PSI Products, Support or Services from PSI, Reseller will have no claim against PSI for compensation or commission.
- c. Reseller is responsible for complying with all training requirements designated by PSI on each eligible Product, Support and Services the Reseller carries. Reseller shall, at its own expense, including all travel and living costs, attend such training sessions provided by PSI as may be requested by PSI. Reseller will use commercially reasonable efforts to ensure that all appropriate personnel attend and actively participate in such training sessions. Only Company's full time employees are eligible for PSI certification. Company's contract and part-time employees shall not be

- eligible for certification. Company will follow train the trainer approach and any replacement or addition to the team shall be trained by the Company.
- d. Prior to initiating discussions with any potential End-User, Reseller shall diligently check and ensure that any such potential End-User has a good credit and enjoys stable financial situation so as to be able to meet any financial obligations as set forth under the EULA.
 - e. PSI reserves the right, at its discretion and upon reasonable notice to Reseller to verify Reseller's compliance with the terms of this Agreement. At PSI's request, Reseller will provide PSI with information to substantiate that Reseller has fulfilled its obligations under this Agreement. If Reseller fails to comply with the terms and conditions of this Agreement, PSI reserves the right either to terminate this Agreement or not to renew this Agreement unless Reseller cures the breach within thirty (30) days written notice of such breach.
 - f. PSI reserves the right to not renew the Agreement if PSI decides to cease distribution of the Products, Support or Services through resellers.
 - g. Reseller shall promptly advise PSI in writing of any sales leads or potential end-users of which it becomes aware that are located within the Territory. Upon receipt of such notification, and provided that Reseller furnishes PSI with such relevant information in connection with such a lead as may be requested by PSI to establish the reality thereof, PSI in its sole discretion may approve such lead. In such case, no other distributor of Products in the Territory shall have the right to solicit said potential end-users, until the sale is effectively concluded or, if earlier, until 15 (fifteen) days from the date of notification of said sales lead to PSI. However, specific leads such as large win backs may require longer sales cycles and thus the above 15 (fifteen) day period may be extended by PSI on a case by case basis. PSI may transfer the lead to any other reseller if reasonable advancement in sales process is not noticed.
 - h. Reseller shall promptly advise PSI in writing of any sales leads or potential End-Users of which it becomes aware that are located outside the Territory.
 - i. PSI may direct Reseller to procure the Products from a Distributor.

7. End-User Order Form

Reseller's distribution of Products to End-Users is subject to the terms of the EULA. Any proposal form used by Reseller with End-Users for them to place orders for Products will reference and will be subject to the terms of the EULA. Therefore, Reseller shall ensure that End-Users attach to any orders for Products a copy of the End-User Order Form duly signed by End-Users ("End-User Order Form"), the form may change from time to time in PSI's discretion. Each proposal with respect to Products made by Reseller to any prospective End-User shall be conditioned upon such form being duly signed by End-User and upon PSI's acceptance of the corresponding Order. Reseller shall not be entitled to modify any term of the EULA without written and prior approval of the PSI.

8. Invoicing, Collection and Payment by Reseller

Reseller will be responsible to collect the license charge for the use of Products from the End-User. Failure of End-User to pay Reseller shall not relieve Reseller of its payment obligations hereunder.

9. Delinquent Accounts

In the event Reseller is delinquent in paying any amounts due to PSI, PSI shall have the right to cancel, suspend, or delay any order placed by Reseller and accepted by PSI until Reseller has cleared its overdue account. Interest shall accrue on any delinquent amounts owed by Reseller to PSI at a rate of one and one half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, and Reseller shall also pay any reasonable legal fees and costs incurred by PSI in order to collect such delinquent amounts and to obtain the performance of this Agreement

Reseller acknowledges and agrees that PSI may at all times throughout the duration of this agreement, require Reseller to grant a reasonable security interest for the purpose of securing any payment due by Reseller to PSI pursuant to this Agreement. In the event that Reseller is in default of such obligation PSI shall be entitled to terminate this Agreement pursuant to Section 6 of the Agreement.

AGREED TO:

AGREED TO:

Company: [REDACTED]

PSI: **Persistent Systems, Inc.**

Authorized Representative Signature

Authorized Representative Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

