

**THIS PERSISTENT RESELLER AGREEMENT (“Agreement”)** is entered into as of last date of signature by the parties (the **“Effective Date”**), by and between Persistent Systems Limited, a company incorporated in India (**“Persistent”**), and [REDACTED] (**“Reseller”**).

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

## **1. DEFINITIONS**

- a. “Accelerite” is the brand name for the products business at Persistent, under which the Mobile Workforce Management product is offered.
- b. "Agreement" includes the Exhibits annexed hereto.
- c. “Channel Partner Program Manager” is the person(s) who acts as a point of contact for the Reseller.
- d. “Cloud Offering” is the Accelerite hosted and managed service of Mobile Workforce Management. This service will be hosted, managed and offered by Persistent as an integrated offering to the customer.
- e. “Competing Products” means software and/or other products having identical or similar functions to the Products.
- f. “Competitor” means any Person involved directly or indirectly in the business of developing, marketing or distributing Competing Products.
- g. "Delivery" means the date when Persistent provides access to the Product by Reseller in terms of Cloud Offering or places the Product(s) at Reseller’s or Reseller’s representative’s disposal at the address agreed to by Persistent in terms on Premise Offering.
- h. “Enterprise Customer” means any entity to which Persistent has validly granted a license for use of Services by End User.
- i. "Estimated Volume" is the combined monetary amount of eligible Products and related Support that plans to order from each Exhibit during the term of this Agreement.
- j. "Exhibits" means attachments that describe or otherwise apply to the sale or license of Products and Services or Support.
- k. “End-User” mean Enterprise Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Products and Services on behalf of the Enterprise Customer “End-User License Agreement” or “EULA” shall mean the click wrap license agreement along with the Products which End User agrees to, while they install and use the Product in accordance with such terms and conditions of the applicable End User License Agreements Such EULA may be revised from time to time by Persistent, for the use of Products by End-User, entered into between (i) End-User and (ii) Persistent.
- l. “Enterprise Master Service Agreement” or “EMSA” means the applicable license agreement (including any applicable appendices that are part of the EMSA ) for the Cloud Offering or Premise Offering as the case may be, be revised from time to time by Persistent, for the use of Services by the Enterprise Customer, entered into between (i) Enterprise Customer and (ii) Persistent.

- m. "Force Majeure Events" any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, act of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure.
- n. "Partner Portal" is the restricted, access based section of the Accelerite website where product information, pricing information, sales and other collateral is shared with the Reseller.
- o. "Persistent Marks" means the Persistent and Accelerite mark(s) and any other any other names,, designations, logos, label, trademarks, and service marks used from time to time by Persistent in connection with Products, Support or Services listed in the Partner Portal or in a written Guideline given by Persistent to Reseller.
- p. "Premise Offering" Enterprise Customer hosted and managed, private, single instance license of Mobile Workforce Management for Enterprise Customer's business use. Additionally, the Enterprise Customer may elect to receive support from Persistent.
- q. "Product(s)" means any Software licensed under this Agreement that is determined by Persistent to be available from Persistent upon receipt of Reseller's order. "Custom Products" means Products manufactured or configured to meet Reseller requirements.
- r. "Reseller's Personal Data" means Reseller's personal data or other personal data in Reseller's control, including but not limited to names, telephone numbers and e-mail addresses.
- s. "Services" means Accelerite's Cloud Offering. "Custom Services" means Services customized to meet end Enterprise Customer's requirements.
- t. "Software" means one or more computer programs in object code format, whether stand-alone or bundled with other Products, and related documentation provided to Reseller under this Agreement.
- u. "Specifications" means specific technical information about Products that is published by Persistent in effect on the date Persistent ships Reseller's order.
- v. "Support" means any standard service such as Software updates and maintenance; or education and training. "Custom Support" means Support adapted to meet Reseller requirements.
- w. "User" means same as "End-User"

## **2. APPOINTMENT**

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

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

- b. Persistent hereby authorizes Reseller to resell the use of the Product and Services described in the applicable Exhibits to Enterprise Customers.

- c. Reseller'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. Reseller and Persistent 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. Reseller acknowledges that any commitment made by Reseller to its End- Users with respect to price, quantities, delivery, specifications, warranties, modifications, interfacing capability or suitability will be Reseller's sole responsibility, and Reseller will indemnify Persistent from liability for any such commitment by Reseller.
- 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. Persistent may market other products and/or services, including third party products and/or services similar to with Products and/or Services, without making those products and/or services available to Reseller. Persistent reserves the right to resell Products, Services and Support, and third party products directly to End-Users without relying on Reseller.
- e. Persistent will not be deemed a party to any agreement between Reseller and any subsequent purchaser or licensee.
- f. Immediately upon notification from Persistent to Reseller, Reseller shall change or cease representations or business practices pertaining to this relationship found to be misleading or deceptive by Persistent.
- g. Reseller shall conduct all activities relating to its business with Persistent in accordance with the highest standards of ethics and fairness as well as in compliance with all applicable laws and regulations.
- h. Reseller shall not issue any press release concerning this Agreement without the prior written consent of the Persistent as to form, content, and timing of the press release.

### **4. MARKETING PROGRAM**

Persistent may structure a marketing program for the Reseller to help create awareness for the Products with prospective Enterprise Customers, based on terms and conditions as agreed with the Persistent Channel Partner Program Manager.

### **5. TRADEMARKS**

- a. Persistent may authorize Reseller to display one or more designated Persistent Marks. Unless provided otherwise to Reseller by Persistent, Persistent Marks that can be displayed by Reseller can be found at the Accelerite Partner Portal or in written Guidelines given to the

Reseller. Reseller shall display the Persistent Marks solely to promote Products, Services and Support.

- b. Reseller shall not use any Persistent Marks in a manner implying Reseller is or may be a branch or entity of Persistent. Reseller shall promptly discontinue such use of a Persistent Mark upon Persistent's request.
- c. Persistent authorizes Reseller, in describing its relationship with Persistent, to identify itself as an Accelerite reseller, partner or distributor for only those Products, Services, and Support activities this Agreement permits Reseller to purchase and resell or provide.
- d. Displays of Persistent Marks shall be in good taste and in a manner that preserves their value as Persistent Marks. Use of Persistent Marks shall be at all times subject to any Persistent standards, policies and guidelines that may be set forth at Accelerite's Partner Portal or in a written Guideline given by Persistent to Reseller. All rights or purported rights in Persistent Marks acquired through Reseller's use belong solely to Persistent. Persistent reserves all rights under law or in equity for misuse of Persistent Marks.
- e. Persistent reserves the right to require Reseller to suspend its use of any Persistent Marks immediately, without prior notice.
- f. Reseller grants Persistent the non-exclusive, royalty-free right to display Reseller's marks in advertising and promotional material. Persistent shall display Reseller's marks in good taste, in a manner that preserves their value as Reseller's marks, and in accordance with any standards provided by Reseller for their display. Any rights or purported rights in Reseller marks acquired through Persistent's use belong solely to Reseller.
- g. Reseller will not, without Persistent's prior written consent, remove, alter or modify serial or identification numbers, labels, trademarks or other trade-identifying symbols from Products and/or Services licensed by Persistent under this Agreement.
- h. Persistent will have the sole and exclusive right in its sole discretion to bring legal actions for trademark infringement with respect to any of the Persistent Marks. Reseller will assist Persistent in such legal proceedings. Reseller will notify Persistent 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") by executing an amendment in writing. 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, Persistent may cancel any order, delete supported product(s) and/or services, or terminate any Exhibit(s) on sixty (60) days written notice to Reseller 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 Reseller, 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 of either Persistent or Reseller or Enterprise Customer 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. Persistent will store and use any of the Reseller's Personal Data in accordance with Persistent's privacy practices, which are available upon request. Persistent will not sell, rent or lease Reseller's Personal Data to others. Reseller agrees that Persistent may forward Reseller's Personal Data to other Persistent 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). Reseller agrees that Persistent and its entities may store and use Reseller's Personal Data in all countries where Persistent and its entities do business. Reseller represents and Persistent acknowledges Reseller'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) Mobile Workforce Management- Product Terms
- b) Product Discount
- c) Distributor Program Exhibit
- d) Reseller Program 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. Persistent will not be liable for performance delays or for non-performance, due to Force Majeure events.
- 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, Persistent 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. Reseller may not assume this Agreement in connection with any bankruptcy proceedings without Persistent's written consent.
- d. Reseller who exports, re-exports, transfers or imports Products and/or Services, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining any required export and import authorizations. Reseller will comply with such applicable 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. Persistent may terminate this Agreement immediately if Reseller 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 India, and the courts of Pune, India will have jurisdiction, except that Persistent may, at its option, bring suit for collection in the country where Reseller 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. Reseller will conduct all its activities relating to its business with Persistent in accordance with the highest standards of ethics and fairness as well as compliance with applicable law. Persistent may immediately terminate this Agreement if Reseller 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. Products and Services 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. Reseller is solely liable if Products, Services or Support purchased by Reseller are used for these applications. Reseller will indemnify and hold Persistent harmless from all loss, damage, expense or liability in connection with such use.
- k. This Agreement constitutes the entire understanding between Persistent and Reseller, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Reseller's additional or different terms and conditions will not apply. Reseller's purchase or license of Products and Support will constitute Reseller's acceptance of this Agreement, which may not be changed except by an amendment signed by an authorized representative of each party.

Reseller:		Persistent:
[REDACTED]		
		Attn:

**RESELLER'S ESTIMATED VOLUMES**

The Estimated Volume for each Product appears below.

**Mobile Workforce Management** \$ [ ] USD

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

AGREED TO:			AGREED TO:	
Reseller:	[ ]		Persistent:	
	Authorized Representative Signature			Authorized Representative Signature
Name:			Name:	
Title:			Title:	
Date:			Date:	



## **Exhibit: Mobile Workforce Management - Service Terms for Cloud Offering**

### **1. ORDERS, CANCELLATIONS AND RETURNS**

- a. All orders are subject to acceptance by Persistent. Service orders must reference this Agreement, be issued during the term of this Agreement, and specify Delivery within three (3) months from order date. Persistent will issue a quote(s) in response to the order by the Reseller, which must be accepted by the Reseller to finalize the order.
- b. Reseller will issue orders from agreed upon locations within its organization.
- c. Prices are based on the applicable Persistent list price in effect at the time an order from Reseller is received by Persistent, less the applicable discounts.
- d. Discounts are listed on Exhibits and are based on Estimated Volumes.
- e. Reseller shall order the Services by providing Persistent with a copy of the Enterprise Customer Order Form duly signed by authorized signatory of the Enterprise Customer. All the orders are subject to acceptance by Persistent.
- f. Any terms or conditions appearing on the face or reverse side of any Enterprise Customer Order Form, acknowledgment or confirmation from Reseller that are different from or in addition to the terms and conditions of this Agreement or any Persistent confirmation shall not be binding on Persistent, unless Persistent expressly agrees in a separate writing to be bound by such separate or additional terms and conditions. Orders for Products shall be sent by Reseller to office of the Persistent or any other entity as designated by Persistent in writing to the Reseller.
- g. Prices are exclusive of, and Reseller will pay, applicable sales, use, consumption, goods and services, value added or like taxes, unless Reseller has provided Persistent with an appropriate exemption certificate for the delivery jurisdiction or Persistent agrees the transaction is otherwise exempt.
- h. Reseller may cancel orders for Services (except Custom Products and Services) prior to shipment with a 90 day prior notice at no charge. Cancellation of orders or rescheduling shipment for Custom Products and Services will be subject to Persistent's approval.
- i. Unless otherwise agreed between the parties in writing, Reseller shall sell at least six months (6) months subscription of the Service to every Enterprise Customer
- j. 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 Reseller under the Agreement and establishing the terms and conditions that apply to such orders.

### **2. DELIVERY AND ACCEPTANCE**

- a. Persistent will make reasonable efforts to meet Reseller's Delivery and shipment requirements. If Persistent is unable to meet Reseller's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Reseller's sole remedy is to cancel the order. Products and Services will be delivered electronically only. Once the Product access is made available to the Reseller for Cloud Offering or installed for Premise Offering, as the case may be, the same will be deemed "Delivery".
- b. Acceptance of Products by Reseller will occur upon Delivery.

### **3. PAYMENT**

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

### **4. SUPPORT**

- a. Persistent will provide Support as per option as elected by the Enterprise Customer under the EMSA while placing the order.

### **5. PRODUCT and SERVICES**

- a. Use of Product and Services by Enterprise Customer and End-User is governed by the EMSA and EULA.
- b. The Product and Services are owned and copyrighted by Persistent. Persistent and its suppliers retain all right, title and interest in the Product. Suppliers may protect their rights in the Product and Service in the event of any violation of these license terms.
- c. Reseller will not disassemble or otherwise modify the Product or Service without written authorization from Persistent. Reseller may not copy the Product onto any public or distributed network.

### **6. INTELLECTUAL PROPERTY CLAIMS**

- a. Persistent will defend or settle any claim against Reseller, (or end users or third parties to whom Reseller is authorized by Persistent to resell or sublicense), that the Products and Services (excluding Custom Products) delivered under this Agreement infringe an intellectual property right in the country where the Products are used or licensed, provided Reseller promptly notifies Persistent in writing and cooperates with and provides control of the defense or settlement to Persistent, to the extent legally permissible.
- b. In the event of an infringement claim under Section 6 (a), Persistent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Persistent may, at its option, modify the Product, procure any necessary license, or replace it. If Persistent determines that none of these alternatives is reasonably available, Persistent will refund Reseller's purchase price less any depreciation calculated on a five (5) years basis, upon return of the Product.
- c. Persistent has no obligation for any claim of infringement arising from:
  1. Persistent's compliance with, or use of, Reseller's designs, specifications or instructions or technical information;
  2. Product modifications by Reseller 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 Persistent.
- d. These terms state Persistent's entire liability to Reseller and its customers for claims of intellectual property infringement.

## 7. WARRANTY

### I. Warranties Applicable To Product and/or Service:

- a. Any warranty on the Product and/or Service will be solely in accordance with the standard Product EMSA and/or EULA, as the case may be, unless agreed otherwise in a written and signed document issued by Persistent.
- b. Persistent does not warrant that Persistent Branded Product and/or Service shall operate in hardware and software combinations selected by Reseller, End-Users or any third parties, or meet requirements specified by Reseller, End-Users or, third parties, or that the operation of Products and/or 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 End-User; non-Persistent supplied software, interfacing or supplies; unauthorized modification; improper use or operation outside of the specifications for the Product and/or Service; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair.
- d. Reseller will not pass on to any party any warranty or representation on behalf of Persistent. Reseller agrees to hold Persistent harmless, and waives and releases any claims it may have or allege against Persistent 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 /Service 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, Services and Support that are branded by Persistent with a Persistent trademark (“**Persistent Branded**”). Persistent does not warrant any third party products or support even if included with other Persistent Branded Products and/or Services. Furthermore, Persistent 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, PERSISTENT 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 Persistent, 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, Persistent's liability to Reseller is limited to amounts received in preceding three months under this Agreement, except that Persistent'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 Reseller's sole and exclusive remedies.

AGREED TO:			AGREED TO:	
Reseller:	<input style="background-color: yellow;" type="text"/>		Persistent:	
	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 Reseller to the corresponding Persistent Entity in the applicable geography as specified below and will reference the Agreement. Orders issued by Reseller 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 Reseller 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 and/or Service Discount**

The discount rate for eligible Services (including applicable standard options), that are determined by Persistent to be available from Persistent upon acceptance of Reseller’s order, is based on the Estimated Volume. Custom Product and/or Service and option discounts are subject to agreement between Reseller and Persistent prior to each order.

**DISCOUNT**

Eligible Products and /or Services 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 Persistent with the exception of certain special promotions that may be offered from time to time. This discount is applicable on the Persistent List Price or any higher price. Discounts on any specifically negotiated price lower than the Persistent List Price, if permitted by Persistent, will have to be agreed on a case on case basis. Persistent reserves the right to change prices and discounts at any time. Persistent will endeavor to provide a prior notice of any price change. The price change will not affect any quote(s) already issued by Persistent.

**DISCOUNT PERCENTAGE SCHEDULE**

**PRODUCTS SUBJECT TO DISCOUNT**

Product Line: Mobile Workforce Management

Persistent Service will receive discount of: [REDACTED]

Depending whether Reseller would be acting as Reseller, following discount percentage would be applicable on Product and/or Services:

Sr. No.	Type of channel	Discount % on License price	Discount % on support price	Nature of benefit
1.	Reseller	30	20	Discount

AGREED TO:		AGREED TO:	
Reseller:	[REDACTED]	Persistent:	
	Authorized Representative Signature		Authorized Representative Signature
Name:		Name:	
Title:		Title:	
Date:		Date:	

## **Exhibit: Reseller Program Exhibit**

### **1. Appointment**

- a. Subject to the terms and conditions of this Agreement, Persistent appoints Reseller, and Reseller accepts such appointment and agrees to act, during the term of this Agreement, as a non-exclusive reseller of Products and Services in the Territory. Persistent may market and resell directly or indirectly to End-Users inside and outside the Territory. Reseller recognizes that Persistent has appointed or may appoint other resellers of Products and/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 Persistent 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, Persistent 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, service or derivative work from Products and/or Services, Reseller shall enter into a specific agreement with Persistent 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 and/or Services 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 and/or Services 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 and Services;
- b. demonstrate the Products and Services 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 and Services;
- e. assist Persistent in assessing End-User requested modifications and improvements to Products and Services;
- f. in all correspondence or other dealings relating to or concerned with Products, Services clearly indicate that it is acting as a reseller and not as author or developer of Products;
- g. provide to Persistent, on a regular basis, the updated Enterprise Customer and End-User list.

## **5. REPRESENTATIONS**

Reseller hereby represents that as a reseller:

- a. It is experienced in the use and operation of the Products and Services to be purchased hereunder and will assume sole responsibility for marketing these Products and Services and will require no assistance from Persistent 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 and Services purchased hereunder will be sold or leased by Reseller to Enterprise Customers (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- Mobile Work Force Management Terms of Service for Cloud Offering or Premise Offering as the case may be.
- b. If Reseller's Enterprise Customers purchase Persistent Products, Support or Services from Persistent, Reseller will have no claim against Persistent for compensation or commission.
- c. Reseller is responsible for complying with all training requirements designated by Persistent 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 Persistent as may be requested by Persistent. Reseller will use commercially reasonable efforts to ensure that all appropriate personnel attend and actively participate in such training sessions. Only Reseller's full time employees are eligible for Persistent certification. Reseller's contract and part-time employees shall not be eligible for certification. Reseller will follow train the trainer approach and any replacement or addition to the team shall be trained by the Reseller.
- d. Prior to initiating discussions with any potential Enterprise Customer, Reseller shall diligently check and ensure that any such potential Enterprise Customer has a good credit and enjoys stable financial situation so as to be able to meet any financial obligations as set forth under the EMSA.
- e. Persistent reserves the right, at its discretion and upon reasonable notice to Reseller to verify Reseller's compliance with the terms of this Agreement. At Persistent's request, Reseller will provide Persistent 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, Persistent 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. Persistent reserves the right to not renew the Agreement if Persistent decides to cease distribution of the Products, Support or Services through resellers.
- g. Reseller shall promptly advise Persistent 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 Persistent with such relevant information in connection with such a lead as may be requested by Persistent to establish the reality thereof, Persistent 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 Persistent. 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 Persistent on a case by case basis. Persistent may transfer the lead to any other reseller if reasonable advancement in sales process is not noticed.
- h. Reseller shall promptly advise Persistent in writing of any sales leads or potential End-Users of which it becomes aware that are located outside the Territory.
- i. Persistent may direct Reseller to procure the Products from a Distributor.

## **7. End-User Order Form**

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

## **8. Invoicing, Collection and Payment by Reseller**

Reseller will be responsible to collect the license charge for the use of Products and Services from the Enterprise Customer. Failure of Enterprise Customer 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 Persistent, Persistent shall have the right to cancel, suspend, or delay any order placed by Reseller and accepted by Persistent until Reseller has cleared its overdue account. Interest shall accrue on any delinquent amounts owed by Reseller to Persistent 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 Persistent in order to collect such delinquent amounts and to obtain the performance of this Agreement

Reseller acknowledges and agrees that Persistent 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 Persistent pursuant to this Agreement. In the event that Reseller is in default of such obligation Persistent shall be entitled to terminate this Agreement pursuant to Section 6 of the Agreement.

AGREED TO:			AGREED TO:	
Reseller:	<input type="text"/>		Persistent:	<input type="text"/>
	Authorized Representative Signature			Authorized Representative Signature
Name:	<input type="text"/>		Name:	<input type="text"/>
Title:	<input type="text"/>		Title:	<input type="text"/>
Date:	<input type="text"/>		Date:	<input type="text"/>