

Section 7. Indemnification by Affiliate Partner

(a) Affiliate Partner will indemnify, defend and hold harmless Company from and against any and all claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of Affiliate Partner relating to its activities in connection with this Agreement. Reseller's breach of this Agreement, or Reseller's misrepresentations relating to Company, the Services, or this Agreement, regardless of the form of action. Affiliate Partner will be solely responsible for any claims, warranties or representations made by Affiliate Partner or Reseller's representatives or agents which differ from the warranties provided by Company in the applicable end user license agreement.

(b) Company agrees to defend or, at its option, settle any claim or action against Affiliate Partner to the extent arising from a third party claim that a permitted use of a Service by End Users infringes any applicable patent or copyright, provided Company has control of such defense or settlement negotiations and Affiliate Partner gives Company prompt notice of any such claim and provides reasonable assistance in its defense. In the event of such a claim of infringement, Company, at its option, may provide Affiliate Partner with substitute Services reasonably satisfactory to Affiliate Partner to replace those affected Services then in Reseller's inventory. Company will not be liable under this Section if the infringement arises out of Reseller's activities after Company has notified Affiliate Partner that Company believes in good faith that Reseller's activities will result in such infringement. The foregoing states the entire liability of Company with respect to infringement of intellectual property rights.

Section 8. Support

(a) Company shall offer Affiliate Partner technical training for the Services from time to time, upon reasonable request from Affiliate Partner. All training will be at Company's offices unless Company, in its sole discretion, agrees to offer training at another location or via an alternative communication channel.

Section 9. Trademarks

(a) "Company Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Company in connection with its products and services. In performing its obligations hereunder, Affiliate Partner may refer to the Services by the associated Company Trademarks, provided that such reference is not misleading and complies with any guidelines issued by Company. Affiliate Partner is granted no right, title or license to, or interest in, any Company Trademarks. Affiliate Partner acknowledges and agrees that any use of the Company Trademarks by Affiliate Partner will inure to the sole benefit of Company. If Affiliate Partner acquires any rights in any Company Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to Company, assign such rights to Company along with all associated goodwill.

Section 10. Relationship of Parties

(a) This Agreement does not constitute either party the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party will have the power to obligate the other in any manner whatsoever. Affiliate Partner acknowledges and agrees

that its relationship with Company is that of an independent contractor, and Affiliate Partner will not act in a manner that expresses or implies a relationship other than that of an independent contractor.

(b) Company and Affiliate Partner acknowledge and agree that: (i) Affiliate Partner is permitted to promote and sell products and services of companies other than Company; (ii) Affiliate Partner is not required to promote Company products or services exclusively; (iii) Reseller's decision to devote all or some of its business efforts to the products or services of any particular company is solely in the discretion of Affiliate Partner, and; (iv) Company reserves the right to make direct sales, and Affiliate Partner shall not be entitled to any compensation on any such sales. The company may appoint additional Resellers at any time.

Section 11. Term and Termination

(a) This Agreement shall be effective for a term of one year from the Effective Date. It shall be automatically extended for further one-year terms unless either party gives written notice to the other at least 60 days before the expiration of the initial or any renewal term of the party's intent not to renew.

(b) Notwithstanding anything in this Agreement that may be interpreted to the contrary, Company may terminate this Agreement without cause and without liability upon 30 days' prior written notice to Affiliate Partner. Either party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within 10 days of written notice that specifies the breach.

(c) Upon termination of this Agreement, Affiliate Partner will cease all advertising, marketing and resale of the Services. Termination of this Agreement will not effect either party's rights or obligations with respect to Services distributed by Affiliate Partner prior to the effective date of the termination.

(d) Neither party will be liable for any damages arising out of the termination of this Agreement in accordance with this Section 14. Affiliate Partner acknowledges and agrees that Company is not responsible for Reseller's dependence on revenues hereunder, and Affiliate Partner agrees to release, hold harmless and indemnify Company from any and all claims and liabilities relating to Reseller's revenues, financial forecasts or economic value that may result from any termination by Company of this Agreement as permitted hereunder.

(e) Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

Section 12. Assignment

(a) Neither this Agreement nor any rights or obligations of Affiliate Partner hereunder shall be assignable or transferable by Affiliate Partner, in whole or in part, by operation of law or otherwise, without the prior written consent of the Company. Any attempted assignment, subcontract or other transfer of this Agreement or any of Reseller's rights or obligations hereunder will be void ab initio and will be considered a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 13. Notices

(a) Any notices or other communications required or permitted hereunder shall be in writing and personally delivered at the principal business addresses designated at the beginning of this Agreement, or mailed by registered or certified mail, return receipt requested, postage prepaid, at the address set forth above, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notwithstanding the foregoing, Company may give notice of changes in Prices, Services offerings, Services descriptions, order procedures, delivery procedures and other routine events and procedures by way of printed materials or newsletter.

Section 14. Force Majeure

(a) Company shall not be liable for failure or delay in performance of any of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its control. Affiliate Partner shall be required to accept any delayed shipment, lack of service, or delivery made within a reasonable time.

Section 15. Governing Laws

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario, Canada. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in the federal or provincial courts located in the Province of Ontario, within the County of Simcoe. By execution and delivery of this Agreement, the parties submit to and accept with regard to any such action or proceeding the exclusive jurisdiction of such courts. If any legal action or proceeding is initiated, the prevailing party shall be entitled to all attorney fees, court costs, and expenses in addition to any other relief to which such prevailing party may be entitled.

Section 16. Equitable Relief

(a) Affiliate Partner acknowledges that any breach or threatened breach of this Agreement involving an unauthorized use of Confidential Information or Company intellectual property will result in irreparable harm to Company for which damages would not be an adequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, Company will be entitled to seek injunctive or other equitable relief, as appropriate, and Affiliate Partner hereby waives the right to require Company to post a bond. If Company seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by Affiliate Partner involving an unauthorized use of Confidential Information or Company intellectual property, Affiliate Partner agrees that it will not allege in any such proceeding that Company's remedy at law is adequate. If Company seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will Company be deemed to have made an election of remedies.

Section 17. Entire Agreement

(a) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements or understandings, both oral and written, between the parties with respect thereto. This Agreement may not be modified or amended except by an instrument in writing executed by each of the parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, their agents or employees, but may be waived only by an instrument in writing signed by an officer of the waiving party. No waiver of any provision of this Agreement on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.