

AUTHORIZED RESELLER AGREEMENT



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Authorized Reseller Agreement

This Authorized Reseller Agreement (“**Agreement**”) is entered into by and between:

1. **Jetico Inc. Oy**, a Finnish company, business identity code FI10084885, address Metsänneidonkuja 10, 02130 Espoo, Finland (“**Jetico**”); and
2. **You** (“**Reseller**”).

Jetico and Reseller are referred to collectively as the “**Parties**” and each individually as a “**Party**” as the context may require.

Definitions

Affiliated Company	shall mean any Finnish or foreign legal entity that is (a) directly or indirectly owning or controlling the Party, or (b) under the same direct or indirect ownership or control as the Party, or (c) directly or indirectly controlled by the Party for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.
Confidential Information	shall mean any and all information of any kind whatsoever, whether written or oral, including without limitation financial information, trade secrets, client lists and other proprietary business information, regarding the Parties or any Affiliated Companies.
Effective Date	shall mean the date this Agreement becomes effective when duly signed by both Parties.
End User	shall mean any third party who acquires the Software for its internal data processing purpose.
End User License Agreement	shall mean the agreement under which the software is licensed to the End Users.
Intellectual Property Rights	shall mean any copyrights, know-how, licenses, trademarks, service marks, and applications, registrations and licenses thereof, trade names and applications, registrations and licenses thereof, product descriptions, patents, inventions, discovery, trade secret, computer software or confidential, scientific, technical or

product information and other intellectual property rights of a similar or corresponding character.

Software

shall mean object code version of the Software specified in Annex 1 together with the related media and documentation, as amended from time to time by Jetico.

Annexes

The following Annexes form an integral part of this Agreement:

Annex 1 Software

Annex 2 Prices and discount rates

In the event of any discrepancy between the content of the body of this Agreement document on one hand and any of the Annexes on the other hand, the content of this Agreement document shall prevail. In the event of any discrepancy between any of the Annexes, the Annex with the lowest number shall prevail.

Appointment and authority of the Reseller

Subject to the terms and conditions of this Agreement Jetico hereby grants to the Reseller and the Reseller accepts a non-exclusive, non-transferable and non-sublicensable appointment to market, resell and distribute Software.

The relationship of Jetico and the Reseller established by this Agreement is solely that of independent contractors. Nothing in this Agreement shall constitute the Reseller as the agent or legal representative of Jetico for any purpose whatsoever. Unless otherwise stated in this Agreement, the Reseller is not granted any right or authority to endorse Jetico's name on any contract of instrument, nor to assume or create any obligation or responsibility on behalf or in the name of Jetico nor to otherwise affect the rights or obligations of Jetico.

The Reseller acknowledges that Jetico may appoint other Resellers and grant distribution rights to third parties who may market and resell the Software. Jetico also reserves the right to market, sell and license or otherwise dispose of the Software and provide related services directly.

General obligations of Jetico

During the term of this Agreement Jetico agrees to develop the Software as deemed appropriate by Jetico in its sole discretion.

Jetico may, in its sole discretion, provide the Reseller with free sample copies of sales promotion and marketing communication material, advertising material and technical manuals.

All delivery dates specified in this Agreement or Purchase Orders are approximate. Jetico shall not be liable or responsible for any damages caused by delays in delivery or furnishing of Software.

License granted by Jetico hereunder, as well as delivery of the Software shall be subject to all necessary consents and licenses for the export of the Software being obtained and remaining in force. The Reseller recognizes and agrees that these are matters beyond Jetico's control and if Jetico is not able to obtain such export licenses and/or authorizations, Jetico has no liability whatsoever towards the Reseller and the Reseller is allowed to cancel the relevant Purchase Order.

General obligations of the Reseller

The Reseller agrees to use its best endeavors to promote, market, advertise and generally to create a demand as well as increase demand for the Software and to conduct all business diligently and devote all necessary time to promoting the business and interests of Jetico. The Reseller shall inform Jetico of any matter which may have relevance to the Reseller's distribution operations hereunder.

The Reseller shall employ, and continuously train and maintain an adequate staff of sales, marketing, information services and support personnel, who are qualified to enable the Reseller to effectively develop the market for the Software.

The Reseller may not make any representation or warranty regarding the Software or its functionalities which are not set forth in Jetico published documentations.

The Reseller will promptly report to Jetico in writing on any suspected copyright or trademark or other Intellectual Property Right infringement relating to Software or related documentation that comes to the attention of the Reseller.

The Reseller shall be responsible for all expenses incurred by the Reseller in the course of exercising its rights or responsibilities under this Agreement.

The Reseller shall indemnify and hold Jetico harmless from any damages, costs or fines awarded against Jetico in respect of any legal action by an End User in connection with a breach by the Reseller of its agreement with an End User (unless such breach was caused by Jetico's breach of this Agreement). Further, the Reseller shall be solely responsible for and shall indemnify and hold Jetico free and harmless from any and all claims, damages, or lawsuits (including Jetico's attorney fees and the reasonable fees of any expert witnesses) arising out of the Reseller's breach of this Agreement or the acts of the Reseller, its employees, or its agents.

Rights in Software

Copyright and all other intellectual property rights and title in or to the Software and translations, modifications, enhancements, and related documentation shall at all times remain the sole property of Jetico.

The Reseller acknowledges that the Software and documentation licensed by Jetico to the Reseller hereunder are protected by copyright and other Intellectual Property Rights. The Reseller shall have no right to modify, reverse

engineer, reverse assemble, decompile, or otherwise attempt to derive source code from the Software nor permit others to do so except to the extent such activities may be expressly permitted by applicable law and to the extent Jetico may not prohibit such activities.

Jetico reserves the right to make any change to the Software at any time and to discontinue the manufacture, development, and distribution of Software at any time giving to the Reseller a written notice as soon as practicable considering the circumstances and shall further endeavor to provide at least sixty (60) days prior notice if possible.

Ordering

The Reseller shall order all Software by means of a binding written purchase order ("**Purchase Order**"). Unless otherwise agreed in writing, a Purchase Order shall specify at least the following:

- (i) the End User and End User information required to complete the delivery;
- (ii) Software and number of End User licenses;
- (iii) terms of delivery; and
- (iv) delivery schedule.

The Purchase Order may be sent by e-mail, mail or by telefax or in any other way mutually agreed between the Parties.

After receipt of a Purchase Order, Jetico in its sole discretion shall strive to either accept or reject the Purchase Order. Acknowledgement of receipt of Purchase Orders (if any) is not confirmation.

All Purchase Orders shall be governed by the terms and conditions of this Agreement. In case of any discrepancy or conflict between the terms and conditions of the Purchase Order or Jetico's acceptance of the Purchase Order, with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where otherwise agreed between the Parties in writing.

Delivery and End User License Agreements

Unless otherwise agreed in writing, Jetico shall strive to deliver the Software specified in the applicable Purchase Order within seven (7) business days. The Software is delivered online by means agreed separately between the Parties.

The Reseller recognizes that the Software is subject to a separate End User License Agreement included in the Software. The Reseller has familiarized itself with the End User License Agreement and the Reseller agrees to take all reasonable measures in procuring that the End Users become obligated by the End User License Agreement. The Reseller agrees that the End User License Agreement is entered into between the End User and Jetico.

Prices and terms of payment

Reseller's discount percentages are detailed in Annex 2. In addition, Annex 2 includes recommended retail prices for the Software on the Effective Date. The Reseller shall at all times have the right to determine its own resale prices for the Software.

Jetico may change the Reseller's discount percentages or the recommended retail prices for the Software upon 45 days prior written notice to the Reseller. The change of the discount percentages or the prices shall not apply to invoices falling due prior to the effective date of change. In the event that the Reseller does not accept the change, the Reseller shall be entitled to terminate this Agreement on the effective date of the price change upon 15 days prior written notice to Jetico.

For orders below the minimum amount specified in Annex 2 or otherwise agreed in writing between the Parties, the Reseller shall pay for the Software prior to its delivery by credit card or other by other means agreed in writing between the Parties.

For orders exceeding the minimum amount specified in Annex 2 or for orders under the specified minimum at Jetico's sole discretion, Jetico shall invoice the Reseller for the ordered Software upon delivery. Jetico may at its sole discretion also invoice the Reseller monthly for the ordered Software. The terms of payment are fourteen (14) days net from the date of the invoice. Interest on overdue payments shall accrue in accordance with the Interest Act of Finland.

Reseller acknowledges and agrees that any failure of the End User to pay for the Software ordered and /or supplied by the Reseller shall be the sole liability of the Reseller.

The Reseller shall not deduct any amounts due and payable to Jetico whether by set-off or otherwise unless agreed in writing between the Parties.

Unless otherwise agreed in writing, the prices specified in this Agreement shall include all public charges determined by the Finnish authorities and effective on the Effective Date, with the exception of value added tax. Value added tax shall be added to the prices in accordance with the current regulations at that time. Should the amount of public charges determined by the Finnish authorities, or the collection basis of such charges, change due to changes in regulations or taxation practice, the prices specified in the Agreement shall be revised correspondingly. The Reseller shall be responsible for any duties, taxes, levies, or other public charges applied to the Software in the Reseller', End User's or other applicable jurisdiction.

Marketing, Software and trademarks

Unless otherwise agreed in writing, each Party shall be liable for its own marketing costs. The Reseller may charge Jetico for marketing made on behalf of Jetico at Jetico's request. Jetico agrees to assist the Reseller in the preparation of printed marketing material and provide support regarding marketing at its standard charges and conditions then in effect.

During the term of this Agreement, both the Reseller and Jetico shall be entitled to indicate to the public that the Reseller is an authorized Reseller of the Software, and the Reseller shall be entitled to advertise the Software under Jetico's copyright,

product, and trademarks. The Reseller shall prominently display on its website and other applicable marketing materials that it is an authorized Reseller of Jetico.

The Reseller acknowledges and agrees that all trademarks, product names and other Intellectual Property Rights to the Software, the related documentation and other material shall be the exclusive property of Jetico. The Reseller shall not register or attempt to register any trademarks, patents, domain names or other intellectual property rights confusingly similar to those of Jetico. The Reseller shall have no rights to such trademarks except as expressly set forth herein and as may be specified in writing at a later date.

Except for use of Jetico's trademarks or trade names without alteration during the term of this Agreement for the benefit of Jetico as set forth herein for the marketing and licensing of the Software, the Reseller hereby agrees and warrants that it shall not use, make reference to or otherwise designate, either orally or in writing Jetico's trademarks or trade names. Jetico reserves the right to require the Reseller to discontinue the use of Jetico's trademarks or trade names on any printed materials where, in Jetico's sole opinion, such use is inappropriate or may damage the rights of Jetico with respect thereto. The Reseller shall not include Jetico's trade names or any of Jetico's trademarks in its company name or any trade name under which the Reseller does business.

The Reseller agrees neither to use any other trademark in combination with any Jetico's trademark on any materials nor to use any Jetico's trademark or trade name, either alone or in combination with some other trademark, trade name or product. The Reseller shall have no right to remove or amend any copyright, trademark, trade name, or other labels or designations of materials delivered by Jetico hereunder.

Upon Jetico's written permission, the Reseller may translate any of Jetico's standard promotional material into additional languages and have the same converted or otherwise transformed to be suitable for distribution, and may distribute such material, provided, however, that the Reseller shall assume all responsibility for accuracy of the translation. Unless otherwise agreed in writing, the Reseller agrees to assign copyright to such materials in the name of Jetico to the full extent possible under the applicable laws.

No right or license under any patent, copyright, trademark, trade names, product names or others of Jetico's proprietary right is granted by, or is to be inferred from, any provision in this Agreement except as expressly provided herein.

Confidentiality

Each Party shall keep in confidence all Confidential Information. A Party shall have the right to:

- a) use Confidential Information only for the purposes of this Agreement;
- b) copy Confidential Information only to the extent necessary for the purposes of this Agreement; and
- c) disclose Confidential Information only to those of its Affiliated Companies and their employees who need to know Confidential Information for the purposes of this Agreement.

The confidentiality obligation shall, however, not be applied to any material or information:

- a) which is generally available or otherwise public other than by a breach of this Agreement on the part of the receiving Party or its Affiliated Company; or
- b) which the Party or its Affiliated Company has received from a third party without any obligation of confidentiality; or
- c) which was in the possession of the receiving Party or its Affiliated Company prior to receipt of the same from the other Party or its Affiliated Company without any obligation of confidentiality related thereto; or
- d) which a Party or its Affiliated Company has developed independently without using material or information received from the other Party or its Affiliated Company; or
- e) which a Party or its Affiliated Company shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order.

Each Party shall cease using Confidential Information received from the other Party or its Affiliated Companies promptly upon termination of this Agreement or when the Party and its Affiliated Companies no longer need the Confidential Information in question for the purposes of this Agreement and, unless the Parties separately agree on the destruction of such material, return the material in question (including all copies thereof). Each Party shall, however, be entitled to retain copies required by law or regulations.

Each Party guarantees the observance and proper performance by all of its Affiliated Companies of the terms and conditions of this Section.

The rights and obligations under this Section shall survive the termination or cancellation of this Agreement.

Force Majeure

Except for the obligation to pay money properly due and owing, neither Party shall be liable for delays and damages caused by an impediment beyond its control, which it could not have taken into account at the time of the conclusion of this Agreement, and the consequences of which could not reasonably have been avoided or overcome by such Party. Strike, lock-out, boycott and other industrial action shall constitute a force majeure event also when the Party concerned is the object or a party to such an action.

A force majeure event suffered by a sub-contractor of a Party shall also discharge such a Party from liability if subcontracting from other source cannot be made without unreasonable costs or a significant loss of time.

A Party shall notify the other Party in writing without delay of a force majeure event. The Party shall correspondingly notify the other Party of the termination of a force majeure event.

Warranty

Jetico shall take all reasonable measures to ensure that that the Software does not substantially differ from its then-current functional specifications

published by Jetico, provided the Software is used in a manner consistent with any applicable minimum hardware and software configuration specifications.

Except as expressly stated in this Agreement or required by mandatory law, there are no warranties, expressed or implied, by operation of law or otherwise. Jetico expressly disclaims that the Software conforms to the requirements of the Reseller or End User and any implied warranties of merchantability and fitness for a particular purpose and satisfactory quality. The above warranty is extended solely to the Reseller and the warranty in relation to the End Users is determined by the provisions included in the End User License Agreement. Any warranty or other undertaking provided by the Reseller in excess included in the End User License Agreement shall be the sole responsibility of the Reseller.

Intellectual Property Rights infringement

Jetico warrants that to its best reasonable knowledge the Software does not infringe Intellectual Property Rights on the Effective Date in the agreed country of delivery.

Jetico shall at its own expense defend the Reseller against claims that the Software infringes any of the above-mentioned rights of a third party provided that the Reseller promptly notifies Jetico in writing of such claims and permits Jetico to defend or settle the claims and gives to Jetico all necessary information and assistance available and the necessary authorizations. Jetico shall pay all damages awarded in a trial to a third party if the Reseller has acted in accordance with the foregoing.

If in the justified opinion of Jetico the Software infringes any of the above-mentioned rights of a third party, Jetico may at its own expense either (a) obtain the right of continued use of the Software for the Reseller or (b) replace the Software or (c) modify the Software in order to eliminate the infringement. If none of the above-mentioned alternatives is available to Jetico on reasonable terms, the Reseller shall, at the request of Jetico, stop using and selling the Software.

Jetico shall, however, not be liable if the claim (a) is asserted by an Affiliated Company of the Reseller; (b) results from alteration of the Software; (c) results from the use of the Software in combination with any product or software not supplied by Jetico or (d) could have been avoided by the use of a released and equivalent software offered for use to the Reseller without separate charge.

The liability of Jetico for infringement of Intellectual Property Rights shall be limited to this section.

Damages and limitations of liability

The aggregate total liability of a Party towards the other Party in respect of any cause of action relating to or arising out of this Agreement shall be limited to the lower of (i) an amount equal to the amounts paid or payable for the Software in relation to which the claim relates; or (ii) to an amount equal to immediately preceding six (6) months turnover under this Agreement.

Neither Party shall be liable for any indirect or consequential damage.

The limitations of liability shall not apply to:

- a) damages caused by willful conduct or gross negligence; or
- b) breach of confidentiality provisions in Section; or
- c) Reseller's liability caused by transferring, copying, or use of Software contrary to law or the terms of the Agreement; or
- d) damages caused by Reseller's breach of export restrictions set forth in this Agreement relating to the Software or technical information.

Neither Party shall be liable for the loss of, damage to, nor alteration of data or data files of the other Party or End Users due to any cause and the resulting damages and expenses incurred, such as expenses based on the recreation of data files.

Jetico shall have no liability for third party products or services used in conjunction with the Software delivered hereunder even if Jetico has recommended, referred, or introduced such third party to the Reseller.

All claims based on this Agreement shall be presented to Jetico in writing not later than three months after the Reseller became aware of the grounds for its claim. The Reseller shall initiate court proceedings not later than six months from the date of presenting the above-mentioned claim.

Term and termination

This Agreement shall become effective on the Effective Date and shall remain in force until further notice. Either Party may terminate this Agreement upon three (3) months prior written notice to the other Party.

If the fulfillment of a Party's obligations under the Agreement is delayed for more than three (3) months due to a Force Majeure Event, either Party shall have the right to terminate the Agreement to the extent it is reasonable by written notice to the other Party without either Party having the right to claim damages for such cancellation. In assessing reasonableness, the consequences of the cancellation and other factors affecting the matter shall be taken into account.

Each Party shall have the right to terminate this Agreement with immediate effect upon written notice to the other Party if

- a) the other Party is declared bankrupt, is put into liquidation, or it otherwise ceases with its payments, or
- b) the other Party commits a material breach of any of the terms and conditions of this Agreement and does not remedy such breach within fourteen (14) days of written notice thereof.

Jetico may terminate the Agreement with immediate effect upon written notice to the Reseller in the event a competitor of Jetico becomes a shareholder of the Reseller or acquires control over the Reseller.

Jetico may, in its sole discretion, elect whether or not to honor an order from the Reseller accepted by Jetico and unfilled on the date of

termination of this Agreement. If Jetico honors an order, then the Reseller shall pay all amounts due and payable under the said order prior to delivery.

Upon termination of this Agreement, the Reseller shall cease to represent itself as a Reseller of the Software and cease to use all of Jetico's trademarks and trade names. The Reseller shall moreover return to Jetico all software, and written and descriptive matter, including, but not limited to, originals, copies, reproductions and translations, descriptions, manuals or other documents which contain such information, as well as information in other forms. Jetico's right specified above to a return of Software and proprietary data shall be effective on termination of the Agreement and shall not be delayed by any pending dispute or litigation.

If any payment by the Reseller is delayed by more than fourteen (14) days from the due date despite notification from Jetico to the Reseller, Jetico is entitled to suspend its performance until the Reseller has paid all amounts due to Jetico.

Assignment

Neither Party shall have the right to assign this Agreement or any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, Jetico may assign its receivables under this Agreement to a third party.

Jetico is further entitled to assign this Agreement or its rights and obligations hereunder to its Affiliated Company or to a third party to whom the business subject to this Agreement is transferred upon written notice to the Reseller.

Governing law and dispute resolution

This Agreement shall be construed in accordance with and governed by the laws of Finland, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be exclusively submitted to arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The Arbitral Tribunal shall be composed of one member appointed by the Arbitration Institute of the Finnish Central Chamber of Commerce. The place of arbitration shall be Helsinki, Finland. The language of arbitration shall be the English language or, if all the parties to the arbitration are Finnish persons, the Finnish language. The Parties agree that the existence, content, and results arbitration proceedings shall be considered Confidential Information pursuant to this Agreement.

Any Party may, before or during any legal proceedings, apply to a court having jurisdiction for a precautionary measure, temporary procedural remedy, temporary restraining order or preliminary injunction where such relief is necessary to protect its interests' pending completion of the legal proceedings.

Other terms and conditions

A failure of a Party to insist upon the performance of one or more of the terms of this Agreement shall not be deemed to be a waiver of its rights to enforce such terms, or of any rights or remedies the Party may have under this Agreement.

This Agreement together with the Annexes specified in Section, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, undertakings, and other re-presentations and communications between the Parties. All changes and amendments to this Agreement shall only be valid if agreed in writing by both Parties.

In the event that any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Parties undertake to negotiate in good faith for the replacement of such provision with a valid and enforceable provision.

The Reseller will comply with and cooperate fully with Jetico in complying with the export laws and regulations of Finland and any other applicable country. The Reseller shall not sell, export, or otherwise dispose of any Software, proprietary information or associated technical data or documentation to any person, firm, corporation, or governmental entity which the Reseller knows, or has reason to believe will export, resell, use or otherwise dispose of the Software, proprietary information or associated technical data or documentation in any country or territory where the disposition is prohibited or regulated by law, including, but not limited to, the export laws and regulations.

JETICO AUTHORIZED RESELLER AGREEMENT - ANNEX 1

Software

Enterprise Edition

Wipe with BCWipe

BCWipe

- Permanently delete selected files; 'Wipe free space'
- Enterprise Edition includes central management, plus Enforcer to remotely wipe selected data without end-user intervention (wiping tasks can be invisible to end-users and can run without user logged on)

BCWipe Total WipeOut

- Erase any storage media (SSD, HDD, SSHD, etc.) using a bootable drive or over networks

Encrypt with BestCrypt

BestCrypt Container Encryption

- Store selected files/folders in encrypted containers
- Enterprise Edition includes central management

BestCrypt Volume Encryption

- Encrypt all data on fixed or removable storage; Encrypt RAID
- Enterprise Edition includes central management

Standard Edition

Encrypt with BestCrypt

BestCrypt Container Encryption

- Store selected files/folders in encrypted containers

BestCrypt Volume Encryption

- Encrypt entire partitions or volumes to protect all data on fixed or removable storage; Encrypt RAID

JETICO AUTHORIZED RESELLER AGREEMENT - ANNEX 2

Prices and discount rates

Discount rates

Unless otherwise agreed between both Parties, the Reseller's discount percentage is 10% calculated from the recommended retail prices of the Software.

Order minimum amount eligible for invoicing

The order minimum amount eligible for invoicing is 500 USD or Euros.

Recommended retail prices of the Software

The recommended retail prices are in the following sub-annex. The indicated prices do not include value added tax.

BCWipe Software Renewal

Upon purchase of a software license the end customer receives both a license contract and a support contract. To continue using the software after expiration, the license must be renewed. The renewal price for **BCWipe** products is the same as list pricing. Refer to the EULAs on the legality of use.

BestCrypt Software Renewal

Upon purchase of a software license the end customer receives both a license contract and a support contract. The license functions perpetually. Should they wish to receive technical support or product updates beyond the amount of Support years they originally purchased, then they will need to Renew the Perpetual license. The cost of renewing **BestCrypt** products is 50% of the original price paid. Refer to the EULAs on the legality of use.