



iNetVu® Mobile Auto Acquisition Satellite Antenna System

**RESELLER AGREEMENT
International**

This Reseller Agreement is made this ____ day of _____, 202__, (the "Effective Date"),

By and Between: **C-COM Satellite Systems Inc.**, a corporation of Canada, having its principal place of business at 2574 Sheffield Road, Ottawa, Ontario, Canada, K1B 3V7 (hereinafter referred to as "C-COM")

And: _____ a _____ corporation of _____, having its principal place of business at _____

_____(hereinafter referred to as "Reseller").

WHEREAS Reseller wishes to market the **iNetVu® Mobile Auto-Deploy Satellite Antenna System** as a product offering to Customers and;

WHEREAS C-COM wishes to be recognized as a preferred supplier of Mobile Auto-Deploy Satellite Antenna Systems utilized by Reseller.

Now, therefore, the two parties hereby agree as follows:

1. Definitions

"**Agreement**" means the terms and conditions of this Reseller Agreement and any attached appendices, attachments and amendments made hereto.

"**C-COM Product**" means the product and services sold by C-COM, including **iNetVu® Mobile Auto-Deploy Antenna System** complete with accessories and other hardware and/or software products and services offered and amended by C-COM, from time to time.

"**Confidential Information**" means any business, marketing, technical, scientific or other information disclosed by C-COM which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

"**Customer**" means a C-COM Product end-user.

"Home Country" means the country in which Reseller has its principal place of business as indicated on the first page of this Agreement.

"Reseller Product" means the hardware, software and services supplied by Reseller to Customers.

2. Appointment as Reseller

Subject to the terms and conditions set forth herein including payment of the applicable fees, C-COM hereby appoints Reseller, on a non-exclusive non transferrable basis, as a reseller of C-COM Product, with the right to procure C-COM Product from C-COM and to market, promote, distribute and sell such C-COM Products. Reseller hereby accepts such appointment from C-COM. Reseller shall not resell C-COM Product to any other person or entity other than Customer. Specifically, resale or distribution of C-COM Product through distributors or retail chain stores is prohibited unless authorized by C-COM. Reseller shall not appoint agents, sub-resellers or sub-distributors or any other third party to market, promote, distribute or sell C-COM Products without the prior written consent of C-COM.

Reseller shall not, without the express written approval of C-COM, which may or may not be granted, re-sell any C-COM Product in any countries other than its Home Country unless Reseller has a C-COM Approved Local Service Centre in such other country. For the purposes of this Agreement, a "C-COM Approved Local Service Centre" means a sales and support infrastructure physically located in an applicable country that has been adequately trained to perform C-COM Product installations and to provide ongoing C-COM Product support in the native language of the applicable country and which sales and support infrastructure has been approved and authorized in writing by C-COM, in its sole discretion.

If Reseller re-sells any C-COM Product in a country that is not its Home Country and the Reseller does not have a C-COM Approved Local Service Centre in that other country, without the express written approval of C-COM, then any warranties in respect to such C-COM Product(s) shall be voided ab initio and C-COM shall have no warranty obligations whatsoever in respect to such C-COM Product(s) and Reseller shall advise the applicable Customer(s) that no warranties are available in respect to such C-COM Product(s). Furthermore, any re-sale of C-COM Products by Reseller in a country that is not its Home Country and the Reseller does not have a C-COM Approved Local Service Centre in that other country, without the express written approval of C-COM, shall constitute a material, un-curable breach of this Agreement by Reseller, and C-COM shall be entitled to terminate this Agreement immediately upon provision of written notice to Reseller.

3. Effective Date

Subject to the provisions hereof relating to early termination, this Agreement shall be effective as of the Effective Date and shall continue for an initial period of twelve (12) months from such date (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive additional periods of twelve (12) months each, unless earlier terminated in accordance with the provisions hereof (each a "Renewal Term"). Collectively, the Initial Term and any Renewal Term(s) are referred to as the "Term".

4. C-COM Obligations

- A. C-COM shall provide ongoing sales and marketing support to Reseller that will assist Reseller in selling C-COM Product throughout the Term of the Agreement.
- B. C-COM shall provide installation and technical support training, to be charged to Reseller at C-COM's then prevailing rates, to a number of Reseller personnel as mutually agreed by Reseller and C-COM. C-COM will continue to make available ongoing installation and technical support training as required throughout the Term of the Agreement, all to be charged to Reseller at C-COM's then prevailing rates.

5. Reseller Obligations

- A. Reseller shall use reasonable efforts to advise and update Customers in a timely manner of any announcements regarding C-COM Product that are communicated to Reseller as being relevant to Customers.
- B. Reseller shall perform installation, training and technical support services for all C-COM Products it purchases from C-COM:
 - i. using personnel with adequate and appropriate skills and training, and using adequate and appropriate tools, equipment and methods; and
 - ii. up to the level of quality and standards that C-COM specifies from time to time, including performance criteria, intervals and standards.
- C. Reseller shall not alter the C-COM Product and shall resell C-COM Product only in the form provided by C-COM.
- D. Reseller shall comply with all applicable laws, regulations and standards relating to (a) the sale of C-COM Product and (b) the performance by Reseller of its obligations hereunder. Reseller shall not export the C-COM Products or sell the C-COM Product to a Customer in violation of applicable export laws or where Reseller has reason to believe that the Customer intends to re-export the C-COM Products in violation of applicable export laws. Reseller acknowledges and agrees that the C-COM Product is of US/Canadian origin. Reseller agrees to comply with all the applicable international and national laws that apply to C-COM Product, including the US Export Administration and the equivalent Canadian laws and regulations as well as end-use and destination restrictions issued by the US and Canadian governments from time to time. Without limiting the generality of the foregoing, it is acknowledged that exports, re-exports, transfers, and the resale of C-COM's Products are subject to Canadian and United States export controls and sanctions, as well as export control laws and sanctions imposed by other countries. Reseller shall comply with all applicable export control and trade and economic sanctions laws and regulations whenever it exports, re-exports, transfers, or resells any C-COM Products or related technical data or any direct products thereof. Without limiting the generality of the foregoing obligations, Reseller shall not export, re-export, transfer, or resell any C-COM Products or related technical data or direct products thereof to (i) any person or entity barred by the Canadian Government or U.S. Government denied persons list, or (ii) anyone located in any country on Canada's Area Control List, anyone located in any countries on the sanctioned destinations list maintained by the United States Commerce Department's Bureau of Industry and Security, or anyone located in any other country to which the export, re-export, or transfer of C-COM Products is prohibited by Canada, the United States, or any other applicable country.
- E. Reseller agrees to prominently display iNetVu products on its website within 30 days of being accepted as a Reseller by C-COM.
- F. Reseller will make every effort to respond to sales leads sent to the Reseller by C-COM within one (1) business day and will confirm to C-COM within 24 hours that the lead has been acted on. If the Reseller is not able to respond to the provided lead due to other commitments, Reseller shall notify C-COM immediately about his inability to respond, to allow C-COM to reassign the sales lead to another reseller.

6. Advertising and Promotion

Any advertising or marketing materials prepared by or for Reseller regarding C-COM Products shall advertise the C-COM Products as being available only in conjunction with Reseller Product provided by Reseller and shall quote the price of the Reseller Product and shall not include any claims or representations as to the performance of C-COM Products not approved or provided in writing by C-COM.

7. Price and Payment Terms

- A. In consideration of Reseller's purchase of C-COM Products, Reseller shall pay to C-COM any amounts invoiced by C-COM to Reseller on such terms as may be put in place by C-COM from time to time.

Reseller shall pay to C-COM interest on any delinquent balance at the simple rate of one and one-half percent (1.5%) per month prorated on a daily basis (18% per annum). If Reseller does not prepay for the C-COM Product, C-COM hereby reserves purchase-money security interest in the

C-COM Product(s) sold to Reseller until applicable amounts are paid in full by Reseller. Reseller agrees to sign any documents presented to Reseller by C-COM to protect C-COM's security interest under the Personal Property Security Act or other applicable law. Reseller shall be liable for C-COM's expenses, including reasonable attorney's fees, in retaking, holding, and preparing for the sale of C-COM Product repossessed by C-COM after termination of this Agreement by C-COM for Reseller's material breach.

- B. In addition to the price of the C-COM Product, Reseller shall pay to C-COM all sales taxes, duties, shipping, insurance, and related or similar charges incurred by C-COM under this agreement. Other charges that C-COM may be required to pay or collect with respect to the C-COM Product, or any part thereof, shall be billed to Reseller at C-COM's cost. In the event Reseller becomes eligible for a rebate for any such taxes or duties paid by C-COM, C-COM will provide reasonable assistance to Reseller in obtaining such rebate.

8. Price Changes

C-COM may change the prices set forth in its Price Schedules at any time, without prior notice. Price changes shall not affect orders made up to the effective date of the change; or quotations provided to Reseller previously if stipulating a 30-day period.

9. Taxes

Reseller shall pay any sales, use, excise or other taxes, and any duties, tariffs, fees, and other government assessments that may be imposed by or payable to any Canadian, U.S., state, provincial, local, or foreign government, authority or agency upon or relating to this Agreement or the sale, license, delivery or supply of C-COM Product by C-COM to Reseller. In the event that any taxes are withheld or deducted from any payments owed to C-COM, Reseller shall pay such taxes and ensure that C-COM receives the full amounts set forth in this Agreement after such taxes have been paid in full.

10. Delivery Terms

Delivery will be made EX-Works C-COM's loading dock in Ottawa, Canada, or as otherwise stated by C-COM and agreed by Reseller in writing prior to shipment. Reseller may specify preferred method of shipment. If preferred method of shipment is not specified, C-COM will ship equipment to Reseller via C-COM's own carrier.

11. C-COM Product Changes

C-COM shall have the right, in its absolute discretion, and without thereby incurring any liability to Reseller with respect to any purchase order theretofore placed, or otherwise, to improve or otherwise change the design of the C-COM Product(s) in any way, or to discontinue the manufacture or sale of any C-COM Product covered by this Agreement.

12. C-COM Intellectual Property

- A. As used in this Agreement, "C-COM Intellectual Property™" means all proprietary inventions, processes, product designs, machine designs, intellectual property in any medium, and information, whether patented by C-COM (or its affiliates or subsidiaries, as may exist) in Canada or the U.S.A., and elsewhere or not, heretofore and hereafter acquired or developed by C-COM (or its affiliates or subsidiaries as may exist). "C-COM Trademarks" means any service mark, commercial name, trademark, or trade name, whether registered by C-COM (or its affiliates or subsidiaries, as may exist) in Canada or the U.S.A. or not, heretofore or hereafter acquired or developed, that is associated with the business, products, or service of C-COM (or its affiliates or subsidiaries, as may exist).
- B. During the Term, Reseller may use C-COM's name and the C-COM Trademarks in advertising and other sales promotion activities with respect to the C-COM Product only with C-COM's approval; and provided that C-COM reserves the right to terminate Reseller's right to use C-

COM's name and the C-COM Trademarks in any such activities which are not reasonably satisfactory to C-COM. From time-to-time C-COM may audit Reseller's use of the C-COM Trademarks. Reseller shall cooperate with C-COM in any such audit and shall provide C-COM with reasonable access to the Reseller's facilities and records as required in connection therewith. If C-COM determines that any use of the C-COM Trademarks is not in accordance with C-COM's standard guidelines, such use shall be terminated immediately by Reseller.

Except as explicitly set out herein, this Agreement shall not be construed to grant any rights with respect to names, C-COM Trademarks, C-COM Intellectual Property or anything else belonging to C-COM, its parent, affiliates, or subsidiaries. Reseller shall not market C-COM Product under any name except names designated by C-COM from time to time. Reseller shall neither alter C-COM Trademarks appearing on C-COM Product nor use C-COM Trademarks or C-COM's name on Reseller product, stationery, or in Reseller's corporate or firm name, except with the prior written approval of C-COM, and such use, if approved, shall in no way bestow any rights to C-COM Trademarks upon Reseller.

- C. Reseller agrees to promptly modify any advertising or promotional materials that do not comply with C-COM's guidelines for the use of its C-COM Trademarks. If Reseller receives any complaints about Reseller's use of C-COM Trademarks, Reseller shall promptly notify C-COM. Upon expiration or termination of this Agreement, Reseller will promptly discontinue the use of C-COM Trademarks. All use of the C-COM Trademarks shall inure to C-COM.
- D. All C-COM Intellectual Property and all C-COM Trademarks are the exclusive property of C-COM (or its affiliates or subsidiaries or licensors, as may exist) and except as explicitly set out herein Reseller shall have no right, title, or interest in C-COM Intellectual Property or C-COM Trademarks, or any goodwill related thereto, during or after the term of this Agreement. Reseller represents and warrants that Reseller has not sought or obtained, and agrees not to seek or obtain, in Canada, the U.S.A. or elsewhere, any patent or other registration embodying C-COM Intellectual Property or C-COM Trademarks and further agrees to discontinue all use of C-COM Intellectual Property and C-COM Trademarks immediately from and after the termination of this Agreement. C-COM, or C-COM's suppliers or licensors, as the case may be, shall be the sole owner of and shall have exclusive rights to the intellectual property and technology relating to all C-COM Products. The rights or ownership of such C-COM Products and the operation or use thereof shall not be construed as a license from C-COM to Reseller to any of the intellectual property associated with said C-COM Products, and Reseller may not alter or manufacture or have manufactured any C-COM Product. Reseller shall not create or attempt to create any or all of the C-COM Intellectual Property. Reseller shall not design, manufacture, or sell any product imitative of C-COM Product, embodying C-COM Intellectual Property or identified with C-COM Trademarks. Reseller shall not use or disclose any C-COM Intellectual Property in any manner without the prior written consent of C-COM. Any enhancement in the value of C-COM Intellectual Property or C-COM Trademarks, or goodwill related thereto, in Canada, the U.S.A. or elsewhere, that results from the efforts of Reseller shall be for the sole benefit of C-COM and shall not give rise to any further compensation to Reseller.
- E. Reseller shall not directly or indirectly sell, offer, lease, license or otherwise transfer any rights granted hereunder to use C-COM's name or the C-COM Trademarks.
- F. Reseller agrees not to modify or remove any C-COM Trademark present on C-COM Products without written consent from C-COM. C-COM reserves the right to monitor and inspect all installed equipment for compliance with this requirement.
- G. Reseller expressly acknowledges that this Agreement does not grant any rights with respect to the names, C-COM Trademarks, C-COM Intellectual Property or anything else owned by C-COM. Reseller shall enter into a trademark licensing agreement with C-COM prior to engaging in any activities for which such an agreement would be necessary.
- H. Subject to the terms and conditions of this Agreement and payment of the applicable fees specified for C-COM Product, each Customer shall have a non-exclusive, non-transferable license to use the software included with the C-COM Product. Neither Reseller nor Customer may separate such software from the C-COM Product hardware on which it is installed. No other rights in any software are granted.

13. **Indemnifications**

- A. C-COM agrees to defend Reseller from any and all claims, actions or demand by third parties that the C-COM Products or any use, distribution or sale thereof infringes upon any patent or copyright, industrial design, trademark, or other intellectual property right in Canada or the United States and to indemnify and hold Reseller harmless against any amounts awarded in connection with any such claims, actions or demands, provided that (i) C-COM is given prompt written notice of any such claim or demand by Reseller; (ii) C-COM is given sole authority to control the defence and related settlement negotiations, subject to Reseller having the right to participate in such defense with counsel of its own choosing at its own expense; (iii) Reseller provides C-COM, at C-COM's request, such reasonable assistance and information as C-COM requests in writing and as it is available to Reseller for resisting such request or for the defense of such claim; and (iv) Reseller does not settle any such action without the prior written consent of C-COM.
- B. In the event that, as a result of any such suit (i) prior to delivery, the manufacture of any item supplied by C-COM hereunder is enjoined or threatened to be enjoined, or (ii) after delivery, the use, lease or sale thereof is enjoined or threatened to be enjoined, C-COM will, at its option and expense, either (a) negotiate a license or other agreement with plaintiff so that such item is no longer infringing, (b) modify such item suitably or substitute a suitable item therefore (provided it retains similar functionality), which modified or substituted item is not subject to such injunction, and to extend the provisions of this Article thereto, or if (a) or (b) cannot be effected by C-COM's reasonable and diligent efforts, (c) repurchase items at their then current value on Reseller's audited accounts. The repayment of all amounts paid for the applicable C-COM product will be the full and final recourse of Reseller.
- C. Notwithstanding the above, C-COM will not be liable for any damages or costs resulting from any unauthorized modifications to C-COM Products or any use for a purpose for which the C-COM Products were not intended or claims (i) that C-COM's compliance with Reseller's designs, specifications, or instructions, or (ii) that use of any item provided by C-COM in combination with products not supplied by C-COM, constitutes either direct or contributory infringement of any Canadian or United States patent or other intellectual property (such claims being collectively referred to herein as "Other Claims"). Reseller will indemnify C-COM from any and all damages and costs (including settlement costs) finally awarded or agreed upon for infringement of any Canadian, United States or other patent or copyright in any suit resulting from Other Claims, and from reasonable expenses incurred by C-COM in defense of such suit if Reseller does not undertake the defense thereof.
- D. The limitations on C-COM's liability set out in Section 18 below shall be applicable in respect of C-COM's obligations in this Section 13. This indemnity is in lieu of any other liability, whether or not based on indemnity or warranty, express or implied, with respect to patents and copyrights.
- E. If an action, suit or proceeding is brought against C-COM by a third party arising from or relating to (i) any representations or warranties made by Reseller in respect of the C-COM Products that were not authorized in writing by C-COM, (ii) Reseller's actions under this Agreement, including but not limited to, Reseller's breach or violation of applicable export laws or regulations, or (iii) any breach by Reseller of any of the terms or conditions of this Agreement, Reseller shall defend C-COM at reseller's expense, and shall pay any settlement amounts Reseller authorizes and all damages, costs and legal fees incurred by C-COM or awarded against C-COM in any such action, suit or proceeding.

14. Public Disclosures

Neither party will disclose the existence or content of this Agreement, whether for purposes of advertising or promotion or otherwise, without the prior written consent of the other party, unless required by law. The foregoing does not prevent the Reseller from holding itself out as a reseller of C-COM Products provided that in the event that Reseller desires to use C-COM's name or its **iNetVu®** in its advertising and promotional material, Reseller shall submit a copy of the proposed text and imagery to C-COM for its prior approval.

15. Excusable Delays

Neither party assumes any liability for failure to perform or delay in performing its obligations under this Agreement if such failure or delay results, directly or indirectly, from any cause beyond its reasonable

control, including but not limited to, the elements, acts of God, action or inaction of Government (including action or inaction relating to the import or export of the goods to be sold hereunder), delays in transportation, delays in delivery by C-COM suppliers, shortage of materials, energy or labor difficulties, war or terrorism.

16. Confidentiality

- A. Reseller acknowledges that the C-COM Product(s) (and any information incorporated therein or provided in respect thereto) is the Confidential Information of C-COM and/or its suppliers and licensors. Reseller shall maintain in confidence all Confidential Information, shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement, and shall not disclose any Confidential Information to any third party except as expressly permitted hereunder or make any unauthorized use thereof. The Reseller shall treat Confidential Information with the same degree of care against disclosure or unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Reseller agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials containing Confidential Information party. The Reseller shall be entitled to provide Confidential Information to contractors or employees of the Reseller that have agreed to confidentiality obligations at least as protective as those contained in this Agreement.
- B. Reseller shall not be bound by obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which: (i) was lawfully known or received by the Reseller prior to disclosure without any obligation of confidentiality; (ii) was lawfully generally publicly known prior to its disclosure, or becomes generally publicly known other than through a breach of this Agreement; (iii) was disclosed to the Reseller by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the Reseller without any violation of any C-COM Intellectual Property, Confidential Information or other rights of C-COM.
- C. If the Reseller is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information, the Reseller shall use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior written notice to C-COM to allow C-COM to seek protective or other court orders.

17. Warranty

- A. C-COM will deliver good title to all C-COM Product that are to become the property of Reseller pursuant to this Agreement, free from any and all liens, claims, or encumbrances. All C-COM Product shall be new, except when otherwise noted.
- B. Subject to the terms and conditions hereof, C-COM warrants that all C-COM manufactured hardware products shall be free of defects in material and workmanship for a period of two years or one year on certain products ("**Hardware Warranty Period**") from the initial date of shipment by C-COM under normal operating conditions. Software included with or embedded in the C-COM Products is not covered by the Hardware Warranty Period and is instead warranted for 90 days from the initial date of shipment by C-COM (the "**Software Warranty Period**"). C-COM shall, at its sole discretion in accordance with Paragraph D below, repair or replace, or cause to be repaired or replaced, any C-COM Product that proves to have a defect during such Software Warranty Period or Hardware Warrant Period, as applicable.
- C. The limited warranties set forth in this Article, except for the warranty of title, are contingent upon Reseller's notifying C-COM of an alleged defect during the Software Warranty Period or Hardware Warranty Period as applicable. Repair, replacement, amendment, or alteration will be performed in accordance with C-COM's standard practices with respect to such C-COM Product. The warranty covers only products manufactured and supplied by C-COM and does not cover on site labor, or travel, or shipping charges to or from the Reseller or Customer. Non C-COM manufactured products if supplied with C-COM products are not covered by this warranty. Customer shall be responsible for the return of warranted equipment to C-COM's designated repair location, freight prepaid and packed to assure safe arrival. C-COM shall return repaired, replaced, amended or altered equipment to Reseller's designated location, shipping or freight charges collect Ex-Works C-COM's facilities in Ottawa, Canada.

- D. The limited warranties set forth in this Article will not apply to: (i) C-COM Products that have been subject to unauthorized alteration, modification, or repair; (ii) defects, damage or failures resulting from improper handling, storage, operation, interconnection, or installation; (iii) failure to continually provide a suitable installation, proper maintenance and operational environment; (iv) any other cause beyond the range of normal usage for the equipment (except, in all of the foregoing cases, when caused by C-COM) or (v) C-COM Products sold in a country that is not the Reseller's Home Country when the Reseller does not have a C-COM Approved Local Service Centre in that other country, without the express written approval of C-COM.
- E. Except as expressly stated in this Agreement, the C-COM Products are provided and licensed "AS IS" and there are no warranties, representations or conditions, expressed or implied, written or oral, arising by statute, operation of law or otherwise, regarding them, or any other C-COM Product provided hereunder or in connection herewith. C-COM disclaims any implied warranty or condition of merchantable quality, merchantability, durability, non-infringement or fitness for a particular purpose. No representation or other affirmation of fact, including, but not limited to, statements regarding performance of the C-COM Products or storage media, which is not contained in this Agreement, shall be deemed to be a warranty by C-COM.
- F. No Agreements varying or extending this warranty or the foregoing limitations will be binding on C-COM unless in writing and signed by an authorized representative of C-COM.
- G. Reseller will not give or make any warranties, representations or conditions whatsoever on behalf of C-COM, including, but not limited to, warranties or representations with respect to the quality, merchantable quality, durability, non-infringement, fitness for a particular use or purpose or any other features of the C-COM Products, and Reseller shall not incur any liabilities, obligations or commitments on behalf of C-COM.

18. Limitations on Liability

- A. In no event will C-COM be liable for incidental, indirect, special, consequential, reliance, punitive or exemplary damages of any kind or any damages whatsoever resulting from loss of use, data, revenues or profits, or for the combination or use of C-COM Products with any other products, whether arising out of, or connection with, this Agreement or the use or performance of the C-COM Products or storage media, or other C-COM provided material, and whether in an action in contract or tort, including, but not limited to, negligence, and whether or not C-COM has been advised of the possibility of such damages.
- B. C-COM's aggregate liability to Reseller or anyone else, regardless of the form or cause of action, whether for tort, negligence, breach of contract, misrepresentation or otherwise shall in respect of a single occurrence or a series of occurrences in no circumstances exceed the C-COM Product prices paid by Reseller to C-COM over the twelve (12) month period preceding the claim by Reseller.

19. Termination

- A. Unless otherwise agreed to in writing between C-COM and Reseller, this Agreement shall terminate: (i) on the thirtieth (30th) day after either party gives the other written notice of breach by the other of any material term or condition of this Agreement unless the breach is cured before that day; (ii) upon written notice of termination by either party, effective immediately, after a receiver has been appointed in respect of the whole or a substantial part of the other party's assets or a petition in bankruptcy or for liquidation is filed by or against the other party or if the other party has been dissolved or liquidated or is insolvent; or (iii) on the thirtieth (30th) day following receipt by either party of written notice from the other party terminating this Agreement for convenience.
- B. Reseller acknowledges and agrees that it has no expectation that its business relationship with C-COM will continue for any minimum period of time or that Reseller shall obtain any anticipated amount of profits by virtue of this Agreement. The parties agree that the termination provisions herein, in terms of both notice and default events are reasonable and agree not to contest same by way of wrongful termination proceedings or otherwise. C-COM shall not be liable, by reasons of any termination of this Agreement, for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated orders or on account of expenditures, investments, leases or commitments whatsoever in connection with the business or goodwill of Reseller.

- C. In the event of termination each party shall (i) make all payments and shall fulfill any other obligations within thirty (30) days of termination; and (ii) Reseller may with the written authorization of C-COM, resell C-COM Products already in Reseller's inventory subject to the terms and conditions of this Agreement.
- D. Except as provided herein, termination shall be without prejudice to any other right or remedy to which either party may be entitled under this Agreement, or in law or equity.

20. Survivability

Sections 1, 9, 12, 13, 14, 16 and 18 to 24 of this Agreement shall survive the termination hereof.

21. Assignment

- A. This Agreement and the rights granted shall not be assigned, encumbered by security interest or otherwise transferred by Reseller without the prior written consent of C-COM. C-COM may assign this Agreement and its rights and obligations hereunder at any time with a 30 day prior written notice to the reseller.
- B. The parties agree to do all such things and to execute such further documents as may reasonably be required to give full effect to this Agreement.

22. Notices

Any notice or other communication to the parties shall be sent to the addresses set out above, or such other places, including e-mail addresses, as they may from time to time specify by notice in writing to the other party. Any such notice or other communication shall be in writing, and, unless delivered to a responsible officer of the addressee, shall be given by registered mail, facsimile, other electronic communication, and shall be deemed to have been given when such notice should have reached the addressee in the ordinary course, provided there is no strike by postal employees in effect or other circumstances delaying mail delivery, in which case notice shall be delivered or given by facsimile or other electronic communication. In the event either party communicates with the other by electronic means, each party agrees to the following for all electronic communications: an identification code (called a "USERID") contained in an electronic document is legally sufficient to verify the entity of the sender and the authenticity of the document; an electronic document that contains a USERID is a signed writing; and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

23. Governance

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding that body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention. Reseller hereby consents to the jurisdiction of the Federal and provincial courts of Ontario, Canada for purposes of adjudicating any controversy hereunder.

24. Entire Agreement

- A. This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior statements, representations, discussions, negotiations and agreements, whether oral or written. For greater certainty, any prior agreements between Reseller and C-COM relating to the subject matter of this Agreement are hereby terminated and are of no further force or effect.
- B. No one is authorized to change, alter or modify the terms of this Agreement unless agreed to in writing by an authorized signatory of C-COM and Reseller. No order, invoice or similar document will affect this Agreement even if accepted by the receiving party.
- C. If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect, and such term or provision shall be deemed severed.

- D. The parties to this Agreement are independent contractors. No relationship of principal to agent, master to servant, employer to employee or franchiser to franchisee is established between the parties.
- E. Neither of the party's rights to enforce provisions of this Agreement shall be affected by any prior course of dealing, waiver, delay, omission or forbearance.

25. US Government Customers

If C-COM Product(s) are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the C-COM Product(s) and accompanying documentation will be only as set forth in a customer purchase agreement or shrink-wrap purchase and license terms; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

C-COM SATELLITE SYSTEMS INC.

RESELLER

Signed: _____
 Name: Leslie Klein, Ph.D., P.Eng.
 Title: President and CEO
 Date: _____
 Telephone: 1-613-745-4110 or 1-877-463-8886
 Fax: 1-613-745-7144
 Email: klein@c-comsat.com

Signed: _____
 Name: _____
 Title: _____
 Date: _____
 Telephone: _____
 Fax: _____
 Email: _____



www.c-comsat.com

