

GSD and the Partner hereinafter sometimes are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS GSD has been appointed as a distributor of specific software Products or Services within the GSD Territory and wishes to market and resell on a non-exclusive basis these Products or Services through approved partners;

WHEREAS by entering this Agreement the Partner desires to be appointed to market and resell the Products or Services specified in Appendices. Partner warrants it has the marketing experience, ability, skills and knowledge to market and resell the specified Products or Services in accordance with the terms of this Agreement;

WHEREAS GSD and Partner desire to enter into this Agreement whereby Partner will be appointed as a non-exclusive reseller to market and resell the specified Products or Services in the Partner Territory specified herein.

NOW THEREFORE in consideration of the premises and respective covenants, warranties and undertakings contained herein the receipt and sufficiency of which are hereby acknowledged GSD and Partner hereby agree as follows:

Definitions

"End User" means anyone who is not part of Partner's Enterprise who acquires the Products and/or Services for its own use and not for resale.

"Enterprise" means any legal entity (such as a corporation) and its subsidiaries it owns by more than 50 percent.

"Licensee" means the End User who will be authorised to use the software Product under the Licensor's terms and conditions

"Licensor" means the Software Vendor.

"Partner" means the business entity approved by GSD to market Products and/or Services under this Agreement, as first identified above.

"Product" means the software Product which GSD approves the Partner to market and specified in the Appendices.

"Service" means the performance of a task, provision of advice and counsel, assistance, use of a resource, or those items that GSD prepares for, makes available or delivers to Partner to assist Partner in an opportunity, or as otherwise defined in the Appendices.

"Software Licenses" means the licensed software provided to the Partner by GSD and subject to the license terms of the Licensor.

"Software Vendor" or "Vendor" means the party who owns the software Products which GSD has entered a distributor agreement thereby entitling GSD to appoint Partner's to market and resell the Products.

"GSD Territory" means territory defined in the Appendices, plus other countries should the Software Vendor permit.

"Partner Territory" means the territory defined in the Appendices.

"Term" means both Initial Term and Renewal Term as defined in respective clause in this Agreement.

1. Interpretation

1.1 The headings appearing in Agreement are for convenience only and shall not be deemed to define, limit or construe the contents.

1.2 All appendices, schedules or annexures of this Agreement shall be considered to be part of this Agreement.

1.3 Wherever required by the context herein, each pronoun used herein shall be deemed to include both the singular and the plural and encompass each gender.

2. Appointment

- 2.1. GSD warrants it has been afforded the right to appoint the Partner by the respective Vendor to promote and resell the Products and/or the Services specified in the Appendices.
- 2.2. Subject to the terms and conditions of this Agreement, GSD hereby appoints the Partner and the Partner agrees to perform as GSD's nonexclusive Partner of the Products and/or Services described in the Appendices.
- 2.3. The Parties agree that the Partner is permitted to promote and resell the Products and/or Services, under the terms of this Agreement, in the Partner Territory. For any sale opportunity outside the Partner Territory, the Partner will require case-by-case written authorization / approval from GSD.
- 2.4. Nothing in this Agreement shall be construed as limiting GSD's appointment of other resellers in the GSD Territory or the marketing or distribution activities associated to the promotion of the Products and/or Services by GSD.
- 2.5. If an opportunity is identified and brought to GSD first by the Partner, information about the opportunity should be protected by GSD from all other business partners including affiliates of GSD. This information in no circumstance, part or detail be revealed to other business partners including GSD affiliates.
- 2.6. Except as expressly provided in this Agreement or as otherwise expressly agreed in writing by the Parties, any opportunities in the Partner Territory to be addressed by the Partner and accepted as such by GSD, GSD may provide at Partner's request technical and marketing support directly to the Partner. Any technical support within the Partner Territory will be subject to a separate agreement with GSD.

3. Relationship of the Parties

Both Parties agree that under this Agreement:

- 3.1. GSD and the Partner are independent contractors, and this Agreement is non-exclusive. Neither Party is a legal representative or legal agent of the other. Neither GSD or Partner is legally a partner of the other (for example neither Party is responsible for debts incurred by the other Party) and neither Party is an employee or franchise of the other, nor does this Agreement create a joint venture between the Parties.
- 3.2. Each Party is responsible for its own expenses regarding fulfilment of its responsibilities and obligations under the terms of this Agreement.
- 3.3. Each Party grants the other only the licenses specified. No other licenses (including licenses under patents) are granted.
- 3.4. Neither Party will assume or create any obligations on behalf of the other or make any representations or warranties about the other, other than those authorized.
- 3.5. Each Party may communicate with the other by electronic means and such communication is acceptable as a signed writing.
- 3.6. That the Agreement and all associated communication both oral and written shall be in the English language.
- 3.7. Each Party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations.
- 3.8. Neither Party will bring a legal action more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver.
- 3.9. Except for the affiliate(s) of GSD, there are and will be no third-party beneficiaries of this Agreement.

4. Responsibilities of GSD

- 4.1. GSD shall obtain and maintain all authorizations, approvals, permits and licenses for the Products or Services (hereinafter referred to collectively as the "Approvals") which GSD determines are necessary or desirable for the marketing and resale of the Products in the GSD Territory.
- 4.2. Nothing in this Agreement will require GSD to obtain and maintain any or all of the Approvals:
 - 4.2.1. related to the Partner's organization to, conduct the Partner's business, or
 - 4.2.2. specific authorizations, approvals permits or licenses necessary for each individual partner to sell Products or Services in the Partner Territory or
 - 4.2.3. If GSD determines that the costs thereof are not justified or for any other reason(s) GSD decides not to do so.
- 4.3. Provide the Partner with competitive information in the possession of GSD to the extent GSD believes such information is useful to the Partner.
- 4.4. Inform the Partner of technical developments that GSD determines are necessary or appropriate for the promotion and sale by the Partner and use of any or all of the Products and/or Services in the Partner Territory.
- 4.5. Promote the Products and/or Services in the manner considered appropriate by GSD.
- 4.6. Furnish temporary services of available technical personnel reasonably requested to assist in pre and/or post-sales support as well as in the maintenance and repair of the Products at prices agreed upon on a case-by-case basis when requested by the Partner.
- 4.7. Assist the Partner to maximize rebates he could obtain from GSD's Vendors.

5. Responsibilities of the Partner

- 5.1 The Partner shall at all times during the Term of this Agreement adhere to the following:
 - 5.1.1. Warrants that it possesses the necessary skills, experience, financial resources and marketing organisation to commit to the terms of this Agreement;
 - 5.1.2. Represent and warrant that it has full power and authority to undertake the obligations contained in this Agreement and that it has not entered into any other agreements or understandings, nor will enter into any other agreements or understandings that would render it incapable of satisfactorily performing its obligations hereunder or place it in a position of conflict of interest;
 - 5.1.3. Represent the Products in an ethical and professional manner in keeping with GSD's reputation as a supplier of quality products; and
 - 5.1.4. refrain from any conduct that is or could be detrimental to the reputation or integrity of the Partner, GSD and the Vendors or any thereof. (The latter includes without limitation making any false, deceptive or misleading statements, representations or claims to GSD or regarding any or all of the Products and/or Services or the Partner);
 - 5.1.5. identifies and selects the required technology based on End User's requirements;
 - 5.1.6. informs the End User of Product installation requirements and provides configuration support;
 - 5.1.7. is the primary point of contact for Products information and technical support;
 - 5.1.8. fulfills all valid orders for Products which they market;
 - 5.1.9. assists the End User in Product problem determination and resolution and advises of the availability of any support offerings.
- 5.2. Energetically and effectively:
 - 5.2.1. promote the sale and use of the Products and/or Services;

- 5.2.2. provide levels of support to End Users and prospective End Users of the Products as agreed and detailed in the Appendices; and
- 5.2.3. otherwise do all things reasonably necessary or desirable to establish and maintain a growing market and maximum coverage and promotion.
- 5.3. Keep current books and records relating to the promotion and resale of the Products and/or Services and provide GSD, at such time(s), in such form and with such content as GSD deems appropriate, with forecasts, and inventory, sales, marketing or other information regarding any or all of the Products and/or Services or the Partner's performance under this Agreement. :
 - 5.3.1. will, consistent with applicable law, maintain the confidentiality (including without limitation by the use of confidentiality agreements) of confidential information which belongs to the Partner and is provided to GSD by the Partner pursuant to this Agreement and may use such information only in matters with respect to, arising out of or related to the operation of GSD's business.
 - 5.3.2. distribute and otherwise use sales and promotional materials which are furnished by GSD;
 - 5.3.3. participate in and make available the Partner's personnel in training programs if required;
 - 5.3.4. maintain sufficient financial resources to perform the Partner's duties and obligations under this Agreement.
- 5.4. Except in a manner permitted by this Agreement or as otherwise approved in writing by GSD in advance of use or disclosure by the Partner, refrain from using and disclosing any or all of the patents, design patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, trade secrets and confidential information in which GSD or its Vendors, affiliate(s) claim(s) rights (hereinafter referred to collectively as the "Intellectual Property").
- 5.5. Except for promotion or publicity materials provided to the Partner by GSD, provide GSD prior to use with exact copies of all promotion or publicity materials used or authorized by the Partner which contain or refer to any or all of the Intellectual Property (hereinafter referred to as the "Marketing Materials").
- 5.6. Cooperate, as requested by GSD, in the maintenance and defence of the Intellectual Property and refrain from questioning or challenging the rights claimed by GSD or its Vendors.-
- 5.7. Obtain and maintain at the Partner's expense all of the Approvals necessary or desirable for the Partner to perform its duties and obligations under this Agreement; except that the Partner will obtain GSD's prior written consent (which GSD may grant or refuse in its sole discretion) for each of the Approvals which uses, relates to or describes any or all of the Intellectual Property.
- 5.8. Promote and sell the Products with the labelling and the markings as provided by GSD intact and unobstructed and refrain from adding any other labelling or marking to the Products or their packaging without the express prior written consent of GSD.
- 5.9. Ensure availability of Product updates / software patches / bug fixes to the Partner according to the support made available from the Vendor. Make available to the Partner such other assistance as GSD deems necessary or appropriate.
- 5.10 Promptly and in timely fashion:
 - 5.10.1. notify GSD of each actual or threatened lawsuit, claim or complaint known to the Partner resulting from or related to the promotion, sale, leasing or use of any or all of the Products and/or Services; and
 - 5.10.2. comply with whatever request may be made by GSD relating to any law or expectation thereof or the modification or recall for quality, safety or health purposes of any or all of the Products and/or Services, including without limitation regulations regarding tracking.

6. Business Plan, Order Booking and Invoicing (Sales Budget)

The Partner shall, together with GSD, make a business plan, on how to sell the Products and/or Services in the Partner Territory, and will provide the necessary resources to do so. The Business Plan will be attached hereto as an Appendix. The framework of the business plan will be based on the following guidelines:

- 6.1. Business Plan to be completed initially within one (1) month from signature of this Agreement and thereafter on an annual basis on the start of each calendar year. It may be reviewed and revised quarterly.
- 6.2. The Partner agrees, by signing this Agreement, to a Sales Target defined between Partner and GSD on an annual basis to which will be the minimum revenue target outlined in the Business Plan. In the event that this target is not reached, GSD will not invoice the Partner for the shortfall, but the Parties will discuss and seek to agree revised targets for next year that are, in the reasonable opinion of both Parties, achievable.
- 6.3. Sales forecasts shall be agreed upon on an annual basis (with quarter-wise details) and integrated in the Business Plan.
- 6.4. Rolling forecasts on order booking and invoicing for the next 3 months shall be made on a quarterly basis, starting after the initial 3 months of this Agreement.

7. Compliance with this Agreement

7.1. GSD or GSD's Vendor may periodically, review Partner's compliance with this Agreement. Partner agrees to provide the necessary and relevant documents on request. GSD or GSD's Vendor may conduct the review at the Partner's premises during normal business hours. In the event that the review identifies a material breach in the terms of the Agreement, Partner agrees to refund the amount equal to the fee provided for the sale of the Products and Services. This is in addition to GSD's rights under law. Partner will retain copies of each sales transaction for three years.

8. Business Conduct

8.1. Partner hereby represents that in performance under this Agreement Partner shall adhere to the highest ethical principles and shall observe GSD's policy of not making payments or gifts (monetary or otherwise) to anyone for the purpose of influencing decisions in favour of Partner or any other purpose connected with GSD. Partner further agrees that they will immediately report to GSD any forms of extortion or bribery to which Partner find themselves subjected to in the course of their business dealings involving GSD Products. Partner also agrees that a) GSD may immediately suspend this Agreement in the event GSD should receive evidence of a breach of this Agreement and b) GSD may immediately terminate this Agreement in the event GSD is reasonably satisfied after consulting with Partner that such a breach has occurred. Any payment made under this Agreement will then have to be returned.

9. Non Solicitation

9.1. Both Parties agree that during and for one year following the expiry of this Agreement neither Party will directly solicit for employment personnel of the other assigned to the marketing and resale of the Products and/or Services. This does not prohibit either Party from giving consideration to any application for employment submitted on an unsolicited basis or in response to a general advertisement of employment opportunities.

10. Terms and Conditions of Sale**10.1. Prices and Delivery**

- 10.1.1. Prices and terms of sale for the Products and/or Services ordered by the Partner shall be consistent with the provisions of this Agreement as supplemented or modified by those

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prices and terms in the then-current version(s) of the Price List(s), announcements and policies issued in writing to the Partner by GSD or GSD Vendor from time to time. Such prices and terms are subject to change by GSD without notice, except that no change in price shall be effective sooner than thirty (30) days after receipt by the Partner of written notice from GSD of such change.

- 10.1.2. Such prices do not include any levies and/or taxes that may be applicable to the Products and/or Services. However, these prices will not include any taxes and/or levies to be paid by GSD towards its' own operations and profits. All prices are Ex-Works. Partner will therefore bear all the costs and risks involved in collecting the goods from GSD's premises or other named places and shipping them. However, GSD may, as a service to the Partner, handle the shipping on the partner's behalf. The Parties will agree acceptable shipping arrangements. GSD at its' sole discretion may change the shipping location by giving a 90 day notice to the Partner. For the purpose of this Agreement, shipping location will be the shipping location of the "Partner".

10.2. Orders and GSD's acceptance

- 10.2.1. Unless otherwise provided in the Appendices, each order from the Partner for any or all of the Products and/or Services shall be submitted to GSD in the form of an individual, written or electronic purchase order which contains at a minimum: (a) an identification of each item of the Products ordered by number from the then-current Price List(s) and by full description; (b) the corresponding quantity and price; (c) shipping instructions and destination; (d) End User customer name and contact details and requested delivery date. Products and Services will become subject to this Agreement when we confirm our acceptance of your order in writing but no later than when the Products or Services are provided to you.
- 10.2.2. Unless otherwise provided in the Appendices, based on the order received, GSD will order to the respective Vendor the List of Products ordered by the Partner and will arrange for the delivery of Products and/ Services ordered or the proof of entitlement to the receiver as specified in the Partner's order. Unless otherwise provided in the Appendices, once the list of Products are ordered by GSD to the respective Vendor Partner will not be in a position to cancel its order. And in such case, the full amount relating to the order will be due and payable to GSD.
- 10.2.3. In the event that GSD receives one or more orders (or similar or related documents) from the Partner which contain one or more provisions which are inconsistent with or in addition to any or all of the provisions of this Agreement :
- (a) each such order will be conclusively deemed to be governed by this Agreement;
 - (b) each such inconsistent or additional provision will be deemed invalid; and
 - (c) No order submitted by the Partner will be deemed to be governed by any provision(s) other than that or those contained in this Agreement unless and until a written supplement is duly executed by both of the Parties which adopts such provision(s).

10.4. Order Cancellation

- 10.4.1. Order cancellation will not be accepted once the order is placed.

10.5. Payment

- 10.5.1. For each order from the Partner accepted by GSD pursuant to this Agreement, the Partner agrees to pay GSD consistent with the terms described in the Appendices (hereinafter referred to as the "Terms of Payment") OR any other term agreed in writing specifically for a specific requirement. GSD may at any time change the payment terms by giving a 60 day notice, but prior to doing so it will need to complete the following: (a) accepting any or all orders from the Partner in that period as per prevailing terms and (b) completing any or all accepted orders from the Partner. GSD also reserves the right to refuse to order products if partner has overdue payments.

10.6. Late Payment

10.6.1. Any delays in payment of any amount due hereunder, after the agreed effective date of payment, GSD reserves the right to claim late payment fees, on the basis of 1% per month on the unpaid amount, which will be calculated from the agreed date of payment up to the effective date of payment. GSD and/or Vendor will be entitled to repossess any Products and Services for which Partner has not paid. In such event, Partner agrees to pay all expenses associated with the repossession and collection, including reasonable attorney's fees.

10.7. Packaging and shipment

10.7.1. Products sold by GSD shall be packed and/or packaged for shipment, if needed, in accordance with GSD or its Vendor's standard commercial export practice for such products prevailing at the time of shipment. Special requirements regarding packaging must be forwarded in due time and any extra costs are to be borne by the Partner. GSD will use reasonable endeavours to ensure that it can provide all requested documentation to the Partner.

10.8. Delivery time

10.8.1. Unless otherwise provided in the Appendices, the lead-time is normally 1-2 weeks from date of purchase order for GSD products. If GSD believes that the lead time will exceed the normal lead-time of 1-2 weeks, GSD will notify the Partner as soon as reasonably practical.

11. Vendor License Terms

11.1. Partner agrees to obtain the appropriate signature from the End User customer on any Vendor license agreement and any support documentation provided by the Vendor. These signed documents are a pre-requisite for the acceptance of any order by GSD. Failure to obtain the appropriate signed documentation, no order will be placed on the Vendor and no acknowledgement of acceptance will be issued.

12. Taxation

- 12.1. Partner agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to GSD; iii) pay GSD only the net proceeds after tax and iv) promptly complete and file all relevant documents.
- 12.2. GSD or Vendor will not be liable for any delay fines and penalties that may be imposed by the governmental authorities due to the failure by Partner to make withholding tax deductions with the relevant governmental authorities.
- 12.3. If any authority imposes any duty, tax, levy or fee, excluding those based on GSD's net income, upon any transaction under this Agreement, then Partner is responsible for and agrees to pay that amount as specified in an invoice or supply appropriate exemption documentation.
- 12.4 All prices quoted under this Agreement are exclusive of any value added tax or similar tax of any nature whatsoever ("VAT"). If any authority introduces VAT in the relevant jurisdiction, as of VAT introduction date, VAT will be charged according to the applicable VAT law in relation to any transaction under this Agreement and shall be borne by the Business Partner. All invoices containing such VAT shall be deemed valid tax invoices. Any exemption will be subject to the provision of appropriate exemption documentation by the Business Partner prior to the invoice date.

13. Export Regulations

13.1. The Products and/or Services provided under this Agreement may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Partner agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to ensure that the Partner's End User customer obtain licenses to export, re-export, the Products and/or Services.

14. Confidential Information

- 14.1. If either Party desires to exchange confidential information, such exchange will be governed by the GSD Agreement for Exchange of Confidential Information, attached as an Appendix ("GSD AECI"). Each Party accepts the terms of the GSD AECI by signing the AECI or by accepting this Agreement or another document that incorporates the GSD AECI by reference.

15. Intellectual Property Rights

- 15.1. If a third party claims that any of the Products and/or Services GSD provide to Partner infringe that party's patent or copyright, GSD will defend Partner against that claim at GSD expense and pay all costs, damages, and attorney's fees associated to a negotiated settlement or that a court finally awards, provided that Partner:
- a. promptly notify GSD in writing of the claim; and
 - b. allow GSD to control, the defense and any related settlement negotiations.
- 15.2. If such a claim is made or appears likely to be made, Partner agrees to permit GSD either to enable Partner to market and continue to use the Products and/or Services, or to modify them, or replace them with ones that are at least functionally equivalent. If GSD determines that none of these alternatives is reasonably available, Partner agrees to return the Products and/or Services to GSD on GSD's written request. GSD will then refund to Partner the amount Partner paid GSD for the Product and/or Services which is the subject of the claim for infringing the Intellectual Property Rights. This is GSD entire obligation to Partner regarding any claim of infringement.
- 15.3. GSD have no obligation regarding any claim based on any of the following:
- a. work product Partner provide which is incorporated into a Product and/or Service;
 - b. Partner's modification of a Product and/or Service; or
 - c. the combination, operation, or use of the Products and/or Services with any product, data, or apparatus that GSD did not provide.

16. Warranties

- 16.1. The written warranty or warranties provided from time to time by GSD to the Partner or by the Vendor through the Partner and labelled as such (hereinafter referred to collectively as the "Warranty" or "Warranties") will be the only warranties applicable to the Products and/or Services made or deemed to be made by GSD or the Vendor as the case may be.
- 16.2. GSD does not warrant the operation of the Products and/or Services will be uninterrupted or error free.
- 16.3. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

17. Risk of Loss

- 17.1. Risk of loss or damage to the Products purchased by the Partner shall pass to the Partner upon shipment (ref Ex Works, Incoterms 2000) or as otherwise provided in this Agreement. As used in this Agreement, "shipment" shall mean receipt at a Location by a carrier or such other individual(s), entity or entities designated by GSD or agreed to in writing by the Parties.

18. Indemnity from the Partner

- 18.1. Subject to the terms and conditions of this Agreement, the Partner hereby agrees to indemnify GSD against and save and hold GSD harmless from any and all damages, losses or expenses suffered or paid as a result of any claims assessed, incurred or sustained by or against GSD with respect to, arising out of or related to any or all of:

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- 18.1.1 the use of a Product in a manner not recommended by GSD, or the Vendor as per the Technical Specification documentations provided;
- 18.1.2. Any change of the Product made by Partner any other individual or entity other than GSD;
- 18.1.3. the use of Product in a manner it was not designed for;
- 18.1.4. Any misrepresentation vis a vis End Users on their relationship with GSD;
- 18.1.5. Partner's conduct under the Agreement.

19. Limit of Liability

- 19.1. GSD's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by such Party up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Product and/or Services that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to GSD, its subsidiaries, contractors, subcontractors, vendors, affiliates and suppliers.
- 19.2. The following amounts, GSD is legally liable for them, are not subject to the above cap: (a) third party payments referred to in the Intellectual Property section above; (b) damages for bodily injury (including death); (c) damages to real property and tangible personal property; (d) damages that cannot be limited under applicable law; (e) any amounts due to GSD under this Agreement, and (f) amounts arising from any breach of Vendor's intellectual property rights.
 - 19.3. Neither Party will be liable to the other for any special, incidental, exemplary, punitive, consequential or indirect damages, or for any economic loss (including loss of profits, business, revenue, contracts, goodwill or anticipated savings), even if that Party is informed of their possibility.
- 19.4. GSD is not responsible for damages arising from or related to the sale of the Products and/or Services outside of the Partner Territory or use of the Products and/or Services outside of the Partner Territory.

20. Miscellaneous

20.1 Force Majeure

GSD shall not be liable for loss, damage or delay resulting from any cause whatsoever beyond its reasonable control. Delivery dates will be extended to the extent of each such delay. Acceptance of any of the Products and/or Services by the Partner shall constitute a waiver of all claims for delay made by the Partner.

20.2. Assignment

This Agreement and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Partner without the express written consent of GSD. Any delegation, transfer or assignment by the Partner without such consent shall be void.

20.3. Modification

At any time, and at GSD's sole discretion, with 30 days prior notice, GSD may modify its' Products and/or Services list (including without limitation the adding and deleting of one or more of the Products). Except as otherwise expressly provided in this Agreement, each such modification may be effective immediately, unless GSD notifies the Partner in writing of another effective date.

20.4 Survival

All provisions related to financial obligations, copyright & intellectual property will survive the termination of this agreement including warranties.

20.5 Severability

In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise to the fullest extent permitted by applicable laws.

20.6. No Waiver

The waiver by either Party of any breach or default hereunder shall not be construed as a waiver by the other Party of any subsequent breach or default of the same or any provision hereunder.

20.7. Notices

Any notices or requests to be given under the terms or provisions of this Agreement shall be in writing in the English language and properly served by sending the same by registered mail, by facsimile or by electronic means to their respective addresses of the parties.

22. Governing Law

- 22.1. This Agreement shall be governed by and construed under the laws of the United Arab Emirates as applied in the Emirate of Dubai.
- 22.2. In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by amicable negotiation. If the dispute is not settled by amicable negotiation within 60 days of the commencement of the discussion, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The language in the arbitration shall be English. The governing law shall be the substantive law of England. The number of arbitrators shall be three and the seat of arbitration shall be the Dubai International Financial Centre (DIFC).

23. Entire Agreement

- 23.1. This Agreement together with appendices, exhibits and annexures:
- a. constitutes the entire understanding of the Parties and replaces all previous agreements, representations or statements either oral or written;
 - b. Shall be executed in the English language. In case of any conflict between the English language and any translated version of this Agreement, if any, the English language shall govern.
 - c. Is intended to govern the relationship between the Parties, including without limitation of each sale of any or all of the Products by GSD to the Partner (the provisions of this Agreement and those of the in effect at the time of such a sale will control such sale, and they are intended to supplement this Agreement);
 - d. except as otherwise provided herein, may be amended or modified only by a written supplement, duly executed by each of the Parties.
 - e. may be executed in separate counterparts, each of which is deemed to be an original, and all of which taken together constitute one and the same agreement.

Appendix B – GSD Agreement for Exchange of Confidential Information

Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide appropriate protection for confidential information (Information) between **the Partner**, and **Gulf Software Distribution** while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

Associated Contract Documents

If required, a supplement will contain a non-confidential description of the specific Information to be disclosed and any additional terms and conditions for that Information. The only time Recipient and Discloser are required to sign the supplement is when it contains additional terms.

Disclosure

Information becomes subject to this Agreement on the initial disclosure date. The Recipient indicates acceptance of Information under the terms of this Agreement by participating in the disclosure.

The Discloser and the Recipient's point of contact will coordinate and control the disclosure. Information will be disclosed either:

- a. in writing;
- b. by delivery of items;
- c. by initiation of access to Information, such as may be contained in a data base; or
- d. by oral and/or visual presentation.

Information should be marked with a restrictive legend by the Discloser. If Information is not marked with such legend or is disclosed orally, 1) the Information will be identified as confidential at the time of disclosure and 2) the Discloser will promptly provide the Recipient with a written summary, if required.

Obligations

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Information only for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know; control means to own or control, directly or indirectly, over 50% of voting shares;
- 2) its subcontractors and/or professional advisors, who have a need to know; and
- 3) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with such party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

Confidentiality Period

Information disclosed pursuant to this Agreement will be subject to the terms of this Agreement for 5 (five) years following the initial date of disclosure.

Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- a. already in its possession without obligation of confidentiality;
- b. developed independently;
- c. obtained from a source other than the Discloser without obligation of confidentiality;
- d. publicly available when received, or thereafter becomes publicly available through no fault of the Recipient; or
- e. disclosed by the Discloser to another party without obligation of confidentiality.

Residual Information

The Recipient may disclose, publish, disseminate, and use the ideas, concepts, know-how and techniques, related to Recipient's business activities, which are contained in the Discloser's Information and retained in the memories of Recipient's employees who have had access to the Information pursuant to this Agreement

(Residual Information) in an anonymised manner and without reference to the Discloser.

Nothing contained in this Section gives the Recipient the right to disclose, publish, or disseminate, except as set forth elsewhere in this Agreement:

- a. the source of Residual Information;
- b. any financial, statistical or personnel data of the Discloser; or
- c. the business plans of the Discloser.

Equitable Relief

Recipient acknowledges that the Discloser may suffer irreparable harm on any unauthorised disclosure of Information or by threatened or actual breach of this Agreement by Recipient. Accordingly, on any disclosure or breach hereof by the Recipient, the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to any other remedies it may have in law or in equity.

Disclaimers

THE DISCLOSER PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS.

Neither this Agreement nor any disclosure of Information hereunder grants the Recipient any right or license under any trademark, copyright or patent now or hereafter owned or controlled by the Discloser.

Disclosure of Information containing business plans is for planning purposes only. This Discloser may change or cancel its plans at any time. Use of such Information is at the Recipient's own risk.

The receipt of Information pursuant to this Agreement will not preclude, or in any way limit, the Recipient from:

- a. providing to others products or services which may be competitive with products or services of the Discloser;
- b. providing products or services to others who compete with the Discloser; or
- c. assigning its employees in any way it may choose.

General

This Agreement does not require either party to disclose or to receive Information.

Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement to other parties without prior written consent. Any attempt to do so is void.

This Agreement will be governed by and construed under the laws of United Arab Emirates, as applied in the Emirate of Dubai.

In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by amicable negotiation. If the dispute is not settled by amicable negotiation within 60 days of the commencement of the discussion, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The language in the arbitration shall be English. The governing law shall be the substantive law of England. The number of arbitrators shall be three and the seat of arbitration shall be the Dubai International Financial Centre (DIFC).

Each party will comply with all applicable foreign export laws and regulations.

Only a written agreement signed by both of us can modify this Agreement.

Either party may terminate this Agreement by providing at least one month's written notice to the other. Any provisions of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

If there is a conflict between the terms of this Agreement and a supplement, those of the supplement prevail. Except as modified by a supplement, the terms of this Agreement remain in full force and effect. **THIS AGREEMENT AND ITS SUPPLEMENTS ARE THE COMPLETE AND EXCLUSIVE AGREEMENT REGARDING OUR DISCLOSURES OF INFORMATION, AND REPLACE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN US. BY SIGNING BELOW FOR OUR RESPECTIVE ENTERPRISES, EACH OF US AGREES TO THE TERMS OF THIS AGREEMENT. ONCE SIGNED, ANY REPRODUCTION OF THIS AGREEMENT MADE BY RELIABLE MEANS (FOR EXAMPLE, PHOTOCOPY OR FACSIMILE) IS CONSIDERED AN ORIGINAL.**