

POLTE RESELLER AGREEMENT

This Reseller Agreement (this “Agreement”) is entered into as of the ____ of _____ 20__ (the “Effective Date”) by and between Polte Corporation, a Delaware corporation with a principal office located in Dallas, Texas (“Company”), and _____, a _____ (the “Reseller”) (each, a “Party” and collectively, the “Parties”).

WHEREAS, Company developed, manufactures, markets and sells certain software products and content (including without limitation the “Products” listed on Schedule 1, which is attached hereto and incorporated herein by reference);

WHEREAS, the Reseller desires to be appointed by Company, and Company desires to appoint the Reseller, to be a non-exclusive Reseller of the Products within the Territory (as defined below) under the terms and conditions of this Agreement;

NOW, THEREFORE, for the mutual promises and valuable consideration contained herein, the Parties, intending to be fully bound, mutually agree as follows:

1. Definitions

In addition to any other definitions set forth in this Agreement, the following terms shall have the following meanings:

“Applicable Law” means for the purposes of Section 9, the law of the Territory in which the Products are distributed.

“Authorized Promotional Material” means any Promotional Material (i) provided by Company at its discretion to Reseller for use in connection with the marketing and sale of Products; (ii) with respect to which Company has provided its written approval as set forth in Section 3.2; or (iii) consisting of product specifications, product information and Documentation provided by Company for the purpose of making disclosure to Licensees, except to the extent such product specifications, product information and Documentation contains any trade secrets, confidential information, or other information or items that Company did not authorize to be released to Licensees; provided that such Promotional Material has not been modified in any way thereafter.

“Competitor” means any person or entity that markets, promotes, solicits offers for, produces, distributes or sells products identical or similar to the Products.

“Deliver and Delivery” shall mean when the Product are made available to a Licensee by Company.

“Documentation” means any manual, insert, guide or other documentation provided by Company for distribution with a Product.

“Licensee” means any person or entity acquiring a right to use or access the Products by purchasing such rights from Reseller.

“Marks” means all brand names, trademarks, service marks, trade dress, trade names, company names, other names or logos of Company, together with only such markings, notices, and disclaimers as provided or instructed by Company.

“Price” means the price of the Products payable by the Reseller to Company for the purchase of the Products, as set forth in an invoice that is issued by Company to the Reseller for such Products.

“Products” means the cloud-based location software products and services listed on Schedule 1 attached hereto, any new versions or updates of such products offered for sale by Company during the term hereof, and such additional products of Company that the Parties mutually agree to add to such Schedule 1. Product shall also include and revision, update, or improvement to such Products.

“Promotional Material” means any sales literature or other promotional documents, items, material or things for the marketing or promotion of or solicitation of orders for the Products, in any form or format.

“Territory” means worldwide.

“User” means the Licensee and any person or entity acquiring a right to use or access the Products from Reseller or any Licensee.

2. Appointment as Reseller

2.1 Appointment. Company hereby appoints the Reseller as a non-exclusive Reseller of the Products in the Territory to market and promote the sale of and sell for its own account the Products in the Territory pursuant to the terms and conditions of this Agreement, and the Reseller hereby accepts such appointment. Reseller may appoint sub-Resellers in the Territory for the distribution of the Products in the Territory in accordance with the terms, conditions and provisions of this Agreement without the consent of Company with regard to a specific sub-sales representative, Reseller or agent.

2.2 Distribution. Reseller shall, in good faith, have the right to market and promote the sale of the Products in the Territory, including submission of proposals, proof of concept, and other materials, for the Products in the Territory. Reseller shall purchase Products directly from Company.

2.3 No Sales Representative. Company and Reseller agree that Reseller is not a sales agent or sales representative of Company and is not authorized and does not have any power or authority to (i) represent or act in the name of or on behalf of Company, (ii) enter into any agreement that is or may be binding on Company, or (iii) claim to be, or hold itself out to be, a sales representative, representative or agent of Company or have any of the foregoing power or authority. In the event that the Reseller enters into an agreement or contract with a third party in the Territory for delivery of the Products to such third party in the Territory for a specified term, such term shall not extend (whether or not such term provides for renewal or extension) beyond the end of the Initial Term, unless Company has specifically agreed to such extension, and the duration of such extension, beyond the Initial Term.

2.4 Reservations. Nothing in this Agreement shall be construed in any way to limit or restrict the right of Company or any agent, representative, designee or other reseller of Company, directly or indirectly, without notice to Reseller, to market, promote, solicit offers for, distribute or sell Products in the Territory, or cause Company or such agent, representative, designee or Reseller to be liable to Reseller therefor.

2.5 Independent Contractors. Company and the Reseller agree that they are independent contractors, each without the power or authority to bind, contract or commit the other, and will always represent themselves to any third parties only as an independent contractor without such power or authority. The Parties are not, and nothing in this Agreement shall be interpreted that the Parties are, partners, joint venturers, co-owners or otherwise participants in a joint or common undertaking. Reseller shall be solely responsible for and pay any expenses or costs, for travel, accommodation or otherwise, incurred in its efforts to promote, market, solicit offers for, sell or demonstrate the Products or perform this Agreement.

3. Marketing and Promotion; Sales

3.1 Marketing and Promotion. Reseller agrees to use commercially reasonable efforts to market and promote the sale of the Products in the Territory. Company agrees to provide the Reseller with all current leads that Company has, as of the Effective Date, and any future leads that Company obtains during the term of this Agreement, for sales of the Products in the Territory.

3.2 Documentation, Accessories, and Branding. Reseller shall co-brand each Product with the Marks and Reseller’s own trademarks, and will deliver with each Product all Documentation provided by Company to be used and Delivered to Licensees with the Products.

4. Sales

4.1 Sale of Products. Company agrees that, during the term of this Agreement, Company will sell the Products to the Reseller strictly in accordance with the terms of this Agreement. Use of and access to the Products by any Licensee or User shall be permitted only in accordance with this Agreement and the End User License Agreement of Company, as amended from time to time (the “EULA”).

4.2 Price. Unless otherwise agreed in writing, the Price for the Products and Services charged by Company to Reseller and/or Licensees is listed on Schedule 1, as Company may change from time to time in its discretion.

4.3 Reservation of Rights. Company reserves the right to restrict or otherwise prohibit the access of us of the Products by Reseller or any Licensee or User, or any other person or entity who violates this Agreement, any Law defined in 11.5 (below) or the EULA.

4.4 Licensee and User Data. Company will have an irrevocable, royalty-free license to all Licensee and User data, and is free to use such data however Company, in its sole discretion, desires.

4.5 Training. Company will provide initial Product training to Reseller via web/phone or in person at no charge to Reseller. Thereafter, additional training will be conducted at a mutually agreed cost.

4.6 Services. Company may provide Reseller or Licensees with additional services related to the Product, such as development, consulting and other services (collectively, the “Services”). Any such Services will be subject to this Agreement, as well as a written statement of work or similar agreement between Reseller and Company and/or Licensees and Company.

5. Non-Competition/Non-Circumvention

5.1 Non Circumvention. It is anticipated that, during the course of dealings, Company will reveal to the Reseller certain strategies and business methods, as well as business associates, entities, client lists, employees, prospects, agents and other contact information (each, a “Designated Party”) which is the proprietary information and property of the Company. During and for a period of one (1) year following the Termination of this Agreement, the Reseller will not have any right to consummate a transaction with a Designated Party, and the recipient agrees not to circumvent, attempt to circumvent, or permit any other party or persons on its respective behalf to circumvent the Company in any way, manner or form regarding any transaction involving any Designated Party during the term of this Agreement that involves providing Cloud Location Over Cellular technologies and related software and/or services in those geographic areas and environments where Company provides such services and technology .

5.2 Conduct of the Parties. Each Party agrees to use its best efforts to preserve the goodwill and reputation of the other Party. Each Party agrees to notify the Company of all inquiries about proposed transactions from a Designated Party. The Parties further agree that this Agreement and the respective obligations hereunder shall be binding upon the respective owners, officers, employees and any other representative or agent who might financially benefit from transactions under this Agreement.

5.3 Non-Compete. Reseller agrees that during and for a period of one (1) year following the Termination of this Agreement, it may not directly or indirectly: (1) Compete with the Company in the Territory; or (2) Compete with the Company through the use of the Company’s then existing client contacts or Designated Parties. For purposes of this Agreement, “Compete” means to market or provide Cloud Location Over Cellular technologies and related software and/or services in those geographic areas and environments where Company provides such services and technology.

5.4 Remedies. Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party’s business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach by either Party of any covenants and agreements set forth herein. Accordingly, the Parties shall be entitled to equitable relief to compel the receiving Party to cease and desist all dealings with a Designated

Party. Moreover, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to obtain both temporary and permanent injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of posting bond or other security (to the extent that either Party is required to post bond or other security, the Parties agree and stipulate that \$1,000 is sufficient for such bond or other security) or proving actual damages.

6. Payments to Company

6.1 Fees. All fees for Services, sales and licensed to Products, and all other charges and fees related to this Agreement are, collectively, the “Fees.”

6.2 Payments. Reseller shall make all payments of Fees to Company in fulfillment of this Agreement in U.S. dollars. Reseller’s payments of Fees shall be made in readily available funds by, at Company’s discretion, credit card, check, or wire transfer to a bank account designated by Company. Company shall pay all costs and expenses in connection with the payment of the Price or other payments under this Agreement. Fees owed by the Reseller to Company that are not paid when due shall accrue interest at the maximum rate allowed by Texas law.

6.3 Taxes. All payments to be made without deduction or withholding for any present or future taxes, levies, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction, political subdivision or taxing authority with respect to the purchase of the Products by the Reseller or any Licensees, the Delivery of the Products to the Reseller or any Licensees, and the payment of the Price or other payments and all interest, penalties or similar liabilities with respect thereto (“Taxes”). If the Reseller or any other person is required by any law or regulation to make any deduction or withholding on account of any Taxes from any payment to Company due under this Agreement, the Reseller will deduct such amount from its payment owed to Company. Reseller represents and warrants to Company that the full amount of any such deductions or withholding will be timely paid over to the relevant authorities and, upon request, the Reseller will promptly forward to Company copies of official receipts or other evidence regarding such payment.

7. Intellectual Property

7.1 Ownership. Company shall be the sole owner of any and all Intellectual Property Rights (as defined below) relating to the Products, the Documentation, all other products of Company or its affiliates, all accompanying manuals, documents or materials, and all Promotional Material developed by Company, including and any Intellectual Property Rights (as defined below) relating to any modifications, derivative works, changes, enhancements, improvements, conversions, copies, print-outs, Promotional Materials or translations thereof that are made to the foregoing that are made by Reseller, Company or any other party.

“Intellectual Property Rights” means, wherever existing, (a) all inventions and improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) the Marks and all other trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information, (f) all domain names, URLs or Internet websites, (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

7.2 Use and Reproduction. Reseller may use, copy or reproduce any of the Marks, to the extent that such Marks are contained on any Authorized Promotional Material, or as reasonable and appropriate, in Reseller’s sole discretion, in connection with the marketing, advertising and sales of the Products, or as otherwise permitted by written consent of Company.

7.3 Marks. Reseller may use the Marks in connection with the marketing, promotion, offer for sale, sale and distribution of the Products on the Product packaging and in the Authorized Promotional Material. Reseller shall not knowingly use any of the Marks or any part thereof, nor any trademark, service mark, trade dress, logo, brand or name confusingly similar to any of the Marks, in connection with any material or message, or in any form or manner, that is pornographic, illegal, slanderous, libelous, defamatory, or disparaging.

7.4 Infringements. Company shall promptly notify Reseller of any infringements or suspected or threatened infringements of any Marks or Reseller property coming to the Company's attention. Company is not required or authorized to take any other action or initiate any proceeding in the courts, administrative agencies, arbitration tribunals or other forum in connection with any such infringement or suspected or threatened infringement.

7.5 Effect of Termination. Upon any termination or expiration of this Agreement, the Company shall immediately cease the use of any Promotional Material, any other literature, promotional material and documents bearing the Marks or relating to the Products, and the Marks, names or logos of Reseller and shall, within a reasonable time, remove any references to Reseller or the Marks from any of its advertising and promotional material.

7.6 Registration. Reseller will not register or attempt to register any Mark or any other Intellectual Property Rights of Company but will cooperate with any effect by Company to register such Marks or other Intellectual Property Rights.

8. Confidentiality

Each Party (a "Recipient Party") acknowledges that during the course of the performance of this Agreement it may be given access to confidential or proprietary data, information or materials relating to the other Party's (a "Company") business affairs, property, products, projects, methods of operation, processing systems or other information (collectively "Confidential Information"). Confidential Information may be communicated orally, visually, in writing or any other recorded or tangible form. Data, information and materials are Confidential Information if: (i) Company has so marked them, (ii) Company has advised Recipient Party orally or in writing of their confidential nature, or (iii) due to their character, a reasonable person in a like position and under like circumstances would treat them as secret and confidential. Recipient Party hereby agrees to maintain the confidentiality of the Confidential Information, using a degree of care and security at least equal to that applied by Company to its own most confidential information, but not less than reasonable care, and taking all other reasonable measures requested by Company. If Recipient Party is required by applicable law of the Territory or any part thereof, or order of a court with jurisdiction in the Territory to disclose any Confidential Information (a "Mandatory Requirement"), Recipient Party shall immediately notify Company of the Mandatory Requirement and may make such a disclosure only if (i) Recipient Party has given Company prior written notice of such Mandatory Requirement, and (ii) Company has had sufficient opportunity, with the assistance and cooperation of Recipient Party, after such prior notice to take any legal steps to prevent such disclosure, and (iii) if Company has not been successful in preventing such disclosure or has obtained a protective order regarding the documents, material and information required to be disclosed. If mandatory law of the Territory does not permit any legal steps to prevent a disclosure required under a Mandatory Requirement and does not permit obtaining a protective order before such disclosure, Recipient Party is authorized to make such required disclosure but shall immediately notify Company of such disclosure and the Mandatory Requirement and assist Company thereafter with taking any legal steps against such disclosure or obtaining a protective order. Recipient Party acknowledges that the disclosure of any Confidential Information or any other information that, at law or equity, ought to remain confidential, will give rise to irreparable injury to Company inadequately compensable in damages. Accordingly, Company may seek or obtain injunctive relief against Recipient Party for a breach or threatened breach of Recipient Party's confidentiality obligations, in addition to any other legal remedies that may be available, and Recipient Party hereby consents to the obtaining of such injunctive relief.

9. Warranty; Indemnity

9.1 Warranty. Company's sole warranty and representations for any Product shall be the express warranty and representations provided by Company to the Licensee as set forth expressly in the instructions provided by Company and accompanying the Product and as are contained in the Authorized Promotional Material provided by Company to the Reseller for distribution to Licensees (the "Warranty").

9.2 Indemnification by the Reseller. Reseller agrees to indemnify Company, and all of its directors, officers, and employees (the “Company Indemnitees”) from all damages, liability, claims, losses, awards, judgments, settlements, expenses and costs (including reasonable attorneys’ fees and costs of defense), and defend Company Indemnitees against any actions, suits, litigation, claims, demands, arbitration or proceeding, and any threats thereof, resulting from or in connection with (i) Reseller’s or any Licensee’s breach of this Agreement or the EULA, violation of any applicable law, negligence or willful misconduct of the Reseller or its directors, officers, or employees, or (ii) costs and expenses that the Reseller is obligated to pay or for which the Reseller is liable or responsible under this Agreement.

9.3 Indemnification by Company. Company agrees to indemnify the Reseller, and all of its directors, officers, and employees (the “Reseller Indemnitees”) from all damages, liability, claims, losses, awards, judgments, settlements, expenses and costs (including reasonable attorneys’ fees and costs of defense), and defend the Reseller Indemnitees against any actions, suits, litigation, claims, demands, arbitration or proceeding, and any threats thereof, resulting from or in connection with (i) Company’s breach of this Agreement, violation of any applicable law, negligence or willful misconduct of Company or its directors, officers, or employees, or (ii) costs and expenses that Company is obligated to pay or for which Company is liable or responsible under this Agreement.

10. Term; Termination

10.1 Term. Subject to the provisions of Sections 10.2 and 10.3 hereof, the initial term of this Agreement shall commence on the Effective Date, and continue to be in effect until, and expire on, the third anniversary of the Effective Date (the “Initial Term”). Upon or after the expiration of the Initial Term, this agreement will automatically renew for additional terms of three years each (each, an “Extension Term”), unless terminates pursuant to Section 10.2, below.

10.2 Termination. Each Party shall have the right to terminate this Agreement upon 60 days’ written notice to the other Party for any reason.

10.3 Survival. Notwithstanding the foregoing, all provisions in Sections 5, 7.1, 7.5, 7.6, 8, 9 and 11 of this Agreement shall survive the termination or expiration of this Agreement.

11. Miscellaneous

11.1 Notices. Any notice or report required or permitted to be given or made under this Agreement by either of the Parties to the other shall be in writing and delivered to the other Party at its address indicated below or to such other address as the addressee shall have theretofore furnished in writing to the addressor by hand, courier, overnight delivery service or by registered or certified airmail (postage prepaid) or by email, provided all email notices are confirmed in writing:

If to Company: Polte Corporation
801 E. Campbell Road, Suite 580
Richardson TX 75081
Email: ed@polte.com
Attn: CEO

If to the Reseller: _____

Attn:

All notices shall be effective as of the date received by the addressee.

11.2 No Waiver. Any waiver of a right provided under this Agreement or a breach of this Agreement must be express and written. The waiver by either of the Parties of any breach of any provision hereof by the other Party shall not

be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself. Selection by a Party of a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of any other remedy of such Party, and failure to select a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of such remedy.

11.3 Severability. Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the Parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Agreement shall not otherwise be affected.

11.4 Assignment. Either Party may, at any time, assign this Agreement or any of its rights hereunder, to an affiliate or successor-in-interest. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

11.5 Compliance with Law

a. Compliance with Laws. The Parties agree that all activities performed, directly or indirectly, by the Parties in connection with this Agreement shall be carried out in accordance with all applicable United Nations resolutions and any applicable national, federal, state and local laws, statutes, rules, regulations and orders (“Laws”) in the Territory and as set forth in this Section 11.5, unless such Laws conflict with any laws or other obligations of the Parties of the jurisdictions in which the Parties are incorporated. The Laws include, but are not limited to, any consumer protection Laws, and requirements to obtain approvals, consents, licenses, registrations, payment of taxes, customs fees or duties, or other fees or charges.

b. U.S. Trade Law Compliance. Company acknowledges that any products supplied to Reseller in accordance with the terms of this Agreement may be subject to the jurisdiction of U.S. Customs and Border Protection (“Customs”) and the Customs Laws and Regulations of the United States (Title 19 of the U.S. Code of Federal Regulations Part 1 et seq.), the U.S. Bureau of Industry and Security (“BIS”) and the Export Administration Regulations (Title 15 of the U.S. Code of Federal Regulations Part 700 et seq.), and U.S. trade embargo regulations (Title 31 of the U.S. Code of Federal Regulations Part 500 et seq.), and related international trade regulations of the United States. Accordingly, Company agrees, and shall cause each of its agents to agree, to comply with all laws and regulations governing the importation of products into the U.S. Customs Territory pursuant to this Agreement, and shall assist Reseller, as needed from time to time, in connection with Reseller’s compliance with such laws and regulations.

c. Improper Payments. Company acknowledges and agrees that the U.S. Foreign Corrupt Practices Act (Title 15 of the U.S. Code § 78dd-2) imposes penalties on persons, firms and entities, including non-U.S. persons, firms, and entities, subject to U.S. jurisdiction, that participate directly or indirectly in giving or offering to give any payment or other thing of value to (i) any foreign government official (including employees of government-owned corporations or public international organizations), or (ii) a foreign political party or official thereof, or (iii) any candidate for foreign political office (collectively, “government official”). Accordingly, without limiting the generality of this clause, Company hereby represents, warrants and covenants that, in connection with, or in the performance of this Agreement, Company has not made or promised to make, and will not make or promise to make, on behalf of Reseller, any payment (in currency, property or other thing of value) to (i) any government official, or (ii) any third person, firm or entity that in turn will make a payment to any government official.

d. Breach and Termination. The Parties expressly agree that any violation or breach of any of the provisions of this Section 11.5 will be considered grounds for immediate termination of this Agreement by Reseller for just cause, and that, in such case, Reseller may immediately terminate this Agreement by providing written notice to Company.

11.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same agreement.

11.7 Entire Agreement. The terms and provisions contained in this Agreement, including any amendment or schedule hereto, constitute the entire agreement between the Parties and shall supersede all previous communications, representations, agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. No agreement or understanding varying or extending this Agreement shall be binding upon either Party hereto, unless set forth in a writing which specifically refers to this Agreement, signed by duly authorized officers or Resellers of the Parties, and the provisions hereof not specifically amended thereby shall remain in full force and effect.

11.8 Arbitration. Both Parties hereby agree on behalf of themselves and any persons claiming by or through them that any dispute, except insofar as such dispute is an Exempted Dispute (as defined below) arising out of or in connection with the execution, interpretation, performance, or nonperformance of this Agreement shall be solely and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the Effective Date of this Agreement (the “Rules”); provided, however, that in the event of conflict between the Rules and the terms of this Agreement, the terms of this Agreement shall govern. The arbitrator(s) shall decide any dispute in accordance with the law chosen under Section 11.10 of this Agreement. The sole location and venue of arbitration shall be Dallas, Texas. To commence arbitration of any such dispute, the Party desiring arbitration shall notify the other Party in writing in accordance with the Rules. The Parties agree that the award of the arbitrator(s) shall be (i) the sole and exclusive remedy between them regarding any claims, counterclaims, or issues presented to the arbitrator(s), and (ii) final and subject to no judicial review. The Parties further agree that any costs, fees, or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting such enforcement. The Parties hereto agree that any judgment upon the arbitration award rendered by the arbitrator(s) may be entered and enforced in any court having jurisdiction over the Parties or their assets. Each Party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceedings. In addition to the award, the arbitrator shall have the power to allocate the fees and expenses of the arbitration, including the Parties’ legal expenses, in such manner as the arbitrator deems equitable based on the decision on the merits of the case. For the purposes of this Section 11.8, an “Exempted Dispute” means (i) any injunctive relief for violation or threatened or alleged violation of the obligations under Section 5, 7 or 8 of this Agreement, or (ii) any legal proceeding threatened, initiated or brought by a third party against either Company or the Reseller, or any cross-claim or third-party claim in such third party’s legal proceeding by Company or the Reseller against the other.

11.9 Force Majeure. Neither Party shall be liable in damages to the other Party for any failure or delay in performing any obligation hereunder caused by any circumstance beyond such Party's reasonable control and without fault or negligence of that Party, provided that, in order to excuse its delay or default hereunder, the Party experiencing such occurrence shall promptly notify the other Party of the details of occurrence in writing, and estimating the duration of said delay, and provided, further that within ten (10) calendar days after the termination of such occurrence or cause, such Party shall give written notice to the other Party specifying the date of termination thereof. All obligations of both Parties shall return to being in full force and effect upon the termination of such occurrence or cause. If performance by a Party cannot be completed within ninety (90) days after the date performance would have been required but for the occurrence of the excusable event, the other Party shall have the right to terminate this Agreement without any liability upon written notice. For purposes of this section, a cause “beyond such Party’s reasonable control” shall include, without limiting the generality of the phrase, any act of God, act of any government or other authority or statutory undertaking, industrial dispute, strike, fire, explosion, accident, power failure, flood, riot, war, rebellion, and blockages. Notwithstanding the above, this provision shall not be applicable to any payment obligations of either Party.

11.10 Agreement Interpretation. Any titles and headings used herein are for convenience in reference only and shall not be used in this Agreement’s construction or interpretation. This Agreement was negotiated between the Parties, each of whom had the opportunity to consult with legal counsel and shall not be interpreted against either Party as the “drafter” thereof.

11.9 Governing Law; Forum. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF COMPETENT STATE AND FEDERAL COURTS IN THE STATE OF TEXAS FOR ANY LITIGATION OR PROCEEDING THAT

MAY BE REGARDED AN EXEMPTED DISPUTE UNDER SECTION 11.8 OF THIS AGREEMENT, AND TO THE VENUE OF SUCH LITIGATION OR PROCEEDING IN THE COUNTY OF DALLAS, TEXAS. THE PARTIES HEREBY OPT OUT OF THE CISG.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the Effective Date.

POLTE CORPORATION

By: _____
Title: _____

By: _____
Title: _____

Schedule 1

Pricing

Polte has three pricing models to choose from:

Pay Per Locate

In this model, a fee for each 1,000 location queries that the Polte Cloud provides is charged. Polte will run a report at the end of each month and send an invoice for the usage.

Price Per 1,000 Locates	Volume of Locates
\$5	0 – 500,000
\$4	500,001 – 1,000,000
\$3	Over 1,000,000

Pre Pay Price Per Device

Polte will provide unlimited use access per device, which will allow the unique device to communicate with the Polte Cloud and receive unlimited location look ups (subject to fair use policy) for the life of the specific device.

Price Per Device	Paid
\$6 one time	In advance for the life of the device
\$3 annually	At the beginning of each contract year

License Price

For those customers that want to run their own cloud or private LTE instance of Polte, Polte will license the software at the price outlined below. This price does not include any setup or customization fees. These fees will be billed on a time and material basis on a mutually agreed upon Statement of Work. As long as the customer continues to pay the annual per device fee, they will receive software updates, upgrades and support.

Price Per Device	Paid
\$1.5 per year	In advance at the beginning of each contract year

All pricing is in USD