

RESELLER AGREEMENT

PARTIES

1. **WaveAccess LLC**, whose registered office is at 2245 North Green Valley Parkway, Suite 298, Henderson NV 89014, USA ("**WaveAccess**"); and
2. The company, firm or other entity whose name and address are set out in the Schedule to this Agreement (the "**Partner**").

INTRODUCTION

- A. WaveAccess is engaged in creating, developing and marketing and is the sole and exclusive owner of the intellectual property rights to the software specified in the Schedule, and the documentation and manuals therefor (the "**Software**").
- B. WaveAccess proposes extending the market for the Software by granting to the Partner the right for the Partner to license, sub-license, market, distribute and support the same.
- C. The Partner is engaged in the business of selling, licensing, sub-licensing, marketing, distributing and supporting software and wishes to acquire from WaveAccess the right to carry on such business with respect to the Software.

OPERATIVE PROVISIONS

1. Grant

1.1 WaveAccess hereby grants to the Partner and the Partner hereby accepts the non-exclusive right to license, sub-license and generally to market, distribute and support the Software worldwide.

1.2 WaveAccess shall at all times be entitled itself or through agents or third parties to license, sub-license, market, distribute or directly support the Software while this Agreement is in force. However, WaveAccess does not intend to carry out activities in competition with the Partner.

1.3 Any software and content owned by a third party and used in conjunction with the Software ("**Third Party Software**") shall be either licensed to the Partner or end-users directly by the third party vendor or sub-licensed to the Partner or end-users by WaveAccess on mutually agreeable terms. WaveAccess shall have no maintenance or support obligations with respect to any Third Party Software.

2. Term

This Agreement shall take effect on the date specified in the Schedule (the "**Commencement Date**") notwithstanding the date hereof and shall continue for the period stated in the Schedule, subject always to prior termination as specified in clause 15.

3. Information

The Partner shall, on all copies made of all written information provided by WaveAccess and which WaveAccess deems necessary for the Partner to use in marketing, distributing and supporting the Software, faithfully reproduce the copyright symbol, legend or clause or, in the absence of same, insert the copyright symbol of WaveAccess.

4. Partner Program Guide

In addition to this Agreement, WaveAccess will from time to time provide a partner program guide ("**Partner Program Guide**") setting out, inter alia, the allocation between WaveAccess and the Partner of responsibility for support of the Software.

5. Ordering

5.1 Orders for licences of the Software shall be communicated, by means of the order form stipulated by WaveAccess, to WaveAccess at such email or other address as WaveAccess may from time to time notify to the Partner.

5.2 Orders shall not be binding on WaveAccess unless and until accepted by WaveAccess in writing.

5.3 WaveAccess will use all reasonable endeavours to fulfil accepted orders for Software with all reasonable despatch but shall not be liable in any way for any loss of trade or profit or any other loss occurring to the Partner in the event of delivery being frustrated or delayed.

5.4 If at any time the Partner is in default in the performance or observance of any of its obligations under this Agreement, WaveAccess shall be entitled, for so long as such default continues (but without prejudice to any of its other rights under this Agreement), to withhold delivery of Software to the Partner notwithstanding that orders for Software have been accepted by WaveAccess.

6. Licence, maintenance and support fees

6.1 WaveAccess shall, upon delivery, invoice the Partner for the licence and maintenance & support fees payable in respect of Software ordered or otherwise sold by the Partner as specified in the partners' price list available on WaveAccess's website at www.salescentric.com ("**Website**") or as otherwise notified by WaveAccess to the Partner. Such prices may be amended by WaveAccess on giving not less than 30 days' notice to the Partner. The total invoice sum shall be due and payable by the Partner to WaveAccess within 30 days after the date of invoice.

7. Licences

7.1 The Partner shall ensure that prior to installation of the Software for use by an end-user, such end-user enters into the software licence agreement accompanying each copy of the Software, the terms and conditions of which may be amended from time to time by WaveAccess.

7.2 This Agreement shall operate as a licence for the Partner to use the Software for demonstration, testing, support and such other purposes directly connected with this Agreement. This right shall subsist for so long as this Agreement remains in effect or until or unless otherwise revoked.

7.3 The Partner shall not modify, amend, add to or in any way alter any Software supplied to it under this Agreement without WaveAccess's prior written consent.

8. Undertakings by WaveAccess

WaveAccess undertakes:

(a) to respond to requests from the Partner (but not its end-users) for Software support in accordance with the Partner Program Guide;

(b) to provide maintenance in respect of the Software (including fixes) on the terms from time to time stated in the Partner Program Guide, to end-users in respect of whom WaveAccess has received the requisite maintenance & support fees from the Partner;

(c) at the request and at the expense of the Partner, to deposit the source code of the Software (and for all enhanced or new versions released by WaveAccess and due to be included in this Agreement) with NCC Escrow International Limited (or such other escrow agent as may be agreed between the parties), to be released to the Partner in the event of WaveAccess being subject to an insolvency event. For the purposes of the escrow agreement, this Agreement shall constitute the 'Licence Agreement'; and

(d) to give to the Partner not less than 14 days' prior written notice of any Software enhancement, upgrade, modification, variation, suspension or elimination.

9. Undertakings by the Partner

The Partner undertakes and agrees with WaveAccess that it will at all times during the continuance in force of this Agreement and, where applicable, following its termination, observe and perform the terms and conditions set out in this Agreement and in particular, the Partner:

(a) will respond to requests from its end-users for Software support in accordance with the level of support specified in the Partner Program Guide;

(b) will inform WaveAccess as soon as reasonably practicable if the Partner is or becomes involved in the production, marketing, distribution or support of any software which is to a material extent competitive with the Software;

(c) will, in all correspondence and other dealings relating directly or indirectly to the licensing or

other transaction relating to the Software, clearly indicate that it is acting as reseller and not as author or developer of the Software;

(d) will not incur any liability on behalf of WaveAccess or in any way pledge or purport to pledge WaveAccess's credit or purport to make any contract binding upon WaveAccess;

(e) will not alter, obscure, remove, conceal or otherwise interfere with any eye-readable or machine-readable marking on the Software or its packaging which refers to WaveAccess as author or developer of the Software or otherwise refers to WaveAccess's copyright or other intellectual property rights in the Software;

(f) will immediately bring to the attention of WaveAccess any improper or wrongful use of WaveAccess's trade marks, emblems, designs, models or other similar industrial, intellectual or commercial property rights which come to the notice of the Partner and will in the performance of its duties under this Agreement use every effort to safeguard the property rights and interests of WaveAccess and will at the request and cost of WaveAccess take all steps required by WaveAccess to defend such rights;

(g) will use all reasonable efforts to bring to the attention of WaveAccess any information received by the Partner which is likely to be of interest, use or benefit to WaveAccess in relation to the marketing and/or support of the Software;

(h) will keep full records of the Partner's transactions in respect of the Software and, in the event of any dispute between the parties in relation to this Agreement, will allow a duly authorized representative of WaveAccess to have access to such records and take such copies thereof as such representative may require; and

(i) will from time to time on request by WaveAccess, supply to WaveAccess reports, returns and other information relating to this Agreement and its appointment as a reseller of the Software.

10. Warranty

10.1 WaveAccess does not warrant or represent that the Software will be error-free but if any copy of the Software is demonstrated to WaveAccess, within 90 days from the date of delivery or, if later, from the date of installation, to contain an error or malfunction, or is otherwise substantially inconsistent with the documentation accompanying the Software, WaveAccess will use all reasonable endeavours to correct such error or malfunction or (at its option) replace such copy of the Software free of charge PROVIDED THAT:

(a) the Software has been used at all times properly and in accordance with instructions for use; and

(b) no alteration, modification or addition has been made to the Software without WaveAccess's prior written consent; and

(c) the alleged error, malfunction or inconsistency has been notified to WaveAccess within the warranty period specified above.

10.2 Each claim of the Partner under this warranty shall be sent in writing (email or letter) to WaveAccess specifying the type of Software involved and the nature of the alleged error or malfunction. Upon receipt of such written claim, WaveAccess or its agent or representative shall have the right to test or to inspect the Software at its then location or to have the Software despatched to a point designated by WaveAccess or returned to WaveAccess carriage pre-paid.

10.3 EXCEPT AS OTHERWISE PROVIDED IN THIS CLAUSE 10, WAVEACCESS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE. IN PARTICULAR, WAVEACCESS GIVES NO WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS IN RESPECT OF ANY SOFTWARE OF MICROSOFT OR ANY OTHER THIRD PARTY (WHETHER OR NOT SUPPLIED WITH THE SOFTWARE) AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR CONSEQUENTIAL) ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH SUCH THIRD PARTY SOFTWARE.

10.4 Although WaveAccess does not warrant that the Software supplied hereunder shall be free from all known viruses, it has used commercially reasonable efforts to check for the most commonly known viruses.

11. Liability

EXCEPT TO THE EXTENT THAT BY STATUTE LIABILITY MAY NOT LAWFULLY BE EXCLUDED IN AN AGREEMENT OF THIS NATURE AND BETWEEN THE RESPECTIVE PARTIES, ANY STATEMENT, REPRESENTATION, CONDITION, WARRANTY OR OTHER TERM EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SOFTWARE IS HEREBY EXCLUDED AND WAVEACCESS SHALL NOT BE LIABLE TO THE PARTNER OR TO ANY OTHER PERSONS BY REASON THEREOF OR ANY DUTY, STATUTORY OR OTHERWISE, FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR CONSEQUENTIAL) ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SOFTWARE OR ANY MODIFICATION, VARIATION OR ENHANCEMENT THEREOF, OR ANY DOCUMENTATION, MANUAL OR TRAINING RELATING THERETO.

12. Intellectual Property Warranty and Indemnity

WaveAccess warrants to the Partner that it owns the intellectual property rights to the Software and agrees to indemnify and save harmless and defend at its own expense the Partner from and against any and all claims of infringement of copyright, patents, trade marks, industrial designs or other property rights issued or subsisting under the laws of any country affecting the Software.

13. Copyright, Patents, Trade Marks and Other Intellectual Property Rights

13.1 The Partner acknowledges that any and all of the copyright, trade marks and other intellectual property rights subsisting in or used in connection with the Software including all documentation and manuals relating thereto are and shall remain the property of WaveAccess and the Partner shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership thereof by WaveAccess.

13.2 The Partner also acknowledges that such copyright, trade marks and other rights belonging to WaveAccess may only be used by the Partner with the consent of WaveAccess and during this Agreement. Upon expiry or termination of this Agreement the Partner shall forthwith discontinue such use, without any right of compensation for such discontinuation, provided however that the Partner may continue to use any trade marks relating to the Software and support for a period following expiry or termination hereof for the purpose and to the extent only of continuing the support of the Software required to be provided by the Partner under this Agreement unless WaveAccess shall advise the Partner that such right has been revoked.

13.3 The Partner shall not during or after the expiry or termination of this Agreement, without the prior written consent of WaveAccess, use or adopt any name, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation used by WaveAccess.

14. Confidential Information

14.1 The parties have imparted and may from time to time impart to the other certain confidential information relating to the Software, successor software or other software of WaveAccess, marketing or support thereof including specifications and copyright manuals therefor and the parties may otherwise obtain confidential information concerning the business and affairs of the other pursuant to this Agreement.

14.2 Each party hereby agrees that it will use such confidential information solely for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly, to any third party such information other than as required to carry out the purposes of this Agreement.

14.3 Where disclosure is essential for the purposes of this Agreement, such party will, prior to any such disclosure, obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed to the same extent at least as the parties are so bound hereunder.

14.4 The foregoing provisions shall not prevent the disclosure or use by either party of any information which is or hereafter, through no fault of that party, becomes public knowledge or to the extent permitted by law.

15. Termination or expiry

15.1 Notwithstanding any other provisions herein contained, this Agreement may be terminated by notice in writing from the party not at fault if any of the following events shall occur, namely:

(a) if the other party shall commit any act of bankruptcy, shall have a receiving order made against it, shall make or negotiate for any composition or arrangement with or assignment for the benefit of its creditors or if the other party is a body corporate, it shall present a petition or have a petition presented by a creditor for its winding up or shall enter into any liquidation (other than for the purpose of reconstruction or amalgamation), shall call any meeting of its creditors, shall have a receiver of all or any of its undertakings or assets appointed, shall be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts, or shall cease to carry on business; or

(b) if the other party shall at any time be in default under this Agreement and shall fail to remedy such default (if capable of remedy) within thirty (30) days from receipt of notice in writing specifying such default; or

(c) if the other party is by any cause (other than an improper cause directly attributable to the first party) prevented from performing its obligations hereunder for a period of 3 consecutive months or for a total period of 6 months in any period of 12 consecutive months; or

(d) a controlling interest in the Partner passing to any person that is, at the time of acquiring such interest, a material competitor of WaveAccess (and the Partner shall within a reasonable period after such event, advise WaveAccess of the occurrence of such event).

If any such event referred to in (a), (b), (c) or (d) above shall occur, termination shall become effective forthwith or on such later date set forth in such notice.

15.2 The expiry or termination of this Agreement shall be without prejudice to the rights of the parties accrued up to the date of such expiry or termination and the Partner shall have the right to fulfil existing contracts relating to orders for the Software upon expiry or termination of this Agreement.

15.3 Upon expiry or termination (for whatever reason) of this Agreement, the Partner shall return or destroy (as WaveAccess shall instruct) no later than 14 days thereafter, all Software, documentation, technical information and any other data supplied to the Partner during the continuance of this Agreement and all and any copies made of the whole or any part of the same and the Partner shall furnish WaveAccess with a certificate, certifying that the same has been done, except with respect to supporting software, information and data which WaveAccess deems is necessary to enable the Partner to continue to support the Software beyond the date of expiry or termination where WaveAccess permits/requires the Partner so to do.

16. Force Majeure

Neither party shall be under any liability to the other party in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs or industrial disputes; fire, explosion, earthquake, acts of God, flood, drought or bad weather; the unavailability of deliveries, supplies, software, disks or other media or the requisitioning or other act or order by any government department, council or other constituted body.

17. General

17.1 It is agreed and understood that the Partner is not the franchisee, agent or representative of WaveAccess and has no authority or power to bind or contract in the name of or to create any liability against WaveAccess in any way or for any purpose. It is understood that the Partner is an independent contractor with non-exclusive rights on the terms of this Agreement to market, distribute and support the Software on its own accord and responsibility.

17.2 Failure or neglect by WaveAccess to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of WaveAccess's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice WaveAccess's rights to take subsequent action.

17.3 This Agreement shall not be assigned by the Partner whether voluntarily or involuntarily or

by operation of law, in whole or in part, to any party without the prior written consent of WaveAccess. No such assignment by the Partner howsoever occurring shall relieve the Partner of its obligations hereunder.

17.4 Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, sent by registered mail or air mail or email as appropriate, properly posted and fully prepaid in an envelope properly addressed or sent by facsimile to the respective parties as follows:

WAVEACCESS

Address: 2245 North Green Valley Parkway,
Suite 298,
Henderson
NV 89014
USA

EMAIL: support@salescentric.com

THE PARTNER: As stated in the Schedule

or to such other address or facsimile number or email address as may from time to time be designated by notice hereunder. Any such notice shall be in the English language and shall be considered to have been given at the time when actually delivered if delivered by hand, or upon the next working day following sending by facsimile or in any other event within 5 days after it was mailed in the manner hereinbefore provided.

17.5 This Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this Agreement and constitutes the entire understanding between the parties hereto. Except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both parties.

17.6 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

17.7 In the event that any or any part of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

17.8 The parties hereby agree that this Agreement and the provisions hereof shall be construed in accordance with US law and the parties submit to the non-exclusive jurisdiction of the US courts. UK Law and UK Courts will prevail for partners registered and trading in the United Kingdom.

SIGNATURES

<p>..... Signature Name:..... Title:..... Date:..... For and on behalf of WaveAccess LLC</p>	<p>..... Signature Name:..... Title:..... Date:..... For and on behalf of the Partner</p>
--	--

SCHEDULE

Partner Name & Address	
Partner telephone & fax numbers and website	
Partner Business Contact	
Partner Business Contact email and telephone number	
Partner Technical Support Contact(s)	
Partner Technical Support email and telephone number	
WaveAccess Technical Support Contact	support@salescentric.com Tel: +44 (0) 203 286 8842, +1 949 682-3997
Specification of the Software	Relationship Charts for Microsoft Dynamics CRM
Commencement Date	
Term of appointment	A period of one year (" Initial Period ") and from year to year thereafter until or unless terminated by either party giving to the other not less than 3 months' prior written notice, such notice to expire at any time after expiry of the Initial Period.