

TDEngage Agreement

By agreeing to the terms and conditions of the Tdengage shopping cart you enter an agreement between you (reseller) and IT-Engage BV (ITE), to add the Tdengage shopping cart functionality to your current TDEngage system.

The terms of this agreement can be found below.

WHEREAS

IT-Engage BV. Has developed a software platform (the "Software") for electronic content via the internet. Reseller will license the Software from IT-Engage BV. ;

In consideration of the mutual promises contained herein, IT-Engage BV. and Reseller have

AGREED AS FOLLOWS:

1. Conflicts In the event of conflict between the terms of this Agreement and any other agreement pertaining to the subject matter of this Agreement between ITE and Reseller, the terms of this Agreement shall prevail.
2. Information and Services. Reseller will rent the ITE. platform enabling Reseller to offer to its customers an electronic platform with content provided by ITE . The product content provided is based on sources that can be considered as reliable, but for which ITE can't guarantee the accuracy, integrity or quality. The information (specifications, prices,...) should be considered as an indication and can be changed at any moment and without any prior notice.
3. Access. Reseller will protect and monitor the use of login details and comply with reasonable instructions from ITE in this respect. ITE disclaims any liability for any misuse, abuse or fraudulent use of the Information and the login codes by Reseller and its customers.
4. Marketing. Reseller agrees that ITE is providing product / vendor Information via so-called Microsites.
5. License to Use. ITE. hereby grants Reseller a limited, non-exclusive, non-assignable license to use the Information for Reseller's Partner web store to present via the Internet to Reseller's end customers, for use only in price and availability queries and/or purchases from Partner and for no other purpose.

The Information will be made accessible to Reseller by ITE against the fees and charges detailed in on the website. The applicable fees and charges will be invoiced and made payable in advance.

6. Term and Termination. The term of this Agreement shall commence on the first invoice date send to reseller regarding their Tdengage ecommerce solution and shall continue until ITE right to terminate this Agreement at any time upon thirty (30) days written notice, or immediately upon Reseller's breach of this Agreement. Upon termination, Reseller's right to access and use the Information shall cease, and return any software provided by ITE regardless of form, to ITE, or if ITE so requests, to certify to ITE that such software and any copies thereof have been destroyed. Should the Reseller terminate this Agreement, the fees paid for the then current quarter are non-refundable but the information will continue to be provided by ITE until the end of this paid- up period unless otherwise advised by Reseller. The minimum initial duration is 12 months. If terminated prior to the end of the minimum period, the full amount owed for that period becomes due immediately. After the minimum period the contract will automatically renew on a rolling quarterly basis until cancelled by the resellers with 30 days written notice.

7. Copyright. Reseller acknowledges that the Information is the property of ITE and that the granting of a license to use the Information hereunder shall in no way constitute or be construed as a grant of any

proprietary interests or copyrights in the Information. Reseller agrees that it will not copy, scan, duplicate or reproduce any of the Information in any manner whatsoever, except as otherwise permitted in this Agreement.

8. Non-disclosure. Reseller agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information, or utilize any of the Information for any purpose at any time except as permitted under Section 2. Reseller shall have the right to disclose the Information to employees of Reseller, and any ITE authorized independent contractor to the extent necessary to perform tasks directly related to the permitted uses; provided, however, that the Reseller shall take steps to ensure that such persons conduct themselves so as to preserve the confidentiality of the Information, whether or not such Information is marked as confidential. The obligations stated in this Section 8 shall survive the termination of this Agreement for a period of two (2) years.

9. Remedy in Event of Unauthorized Disclosure or Use. Because of the unique and proprietary nature of the Information it is understood and agreed that ITE remedies at law for a breach by Reseller of its obligations under this Agreement will be inadequate and that ITE shall, in the event of such breach by Reseller, be entitled to equitable relief (including, without limitation, injunctive relief and specific performance) without any requirement to post a bond as a condition for such relief, in addition to all other remedies under this Agreement or available at law.

10. Disclaimer of Liability. **ITE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED ON THE INFORMATION. ALL INFORMATION IS PROVIDED TO RESELLER "AS IS". ITE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO THE INFORMATION INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

11. Limitation of Liability. **UNDER NO CIRCUMSTANCES SHALL ITE BE LIABLE TO THE RESELLER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE USE OR INABILITY TO USE THE INFORMATION, OR ANY OTHER PROVISIONS OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS.**

12. Indemnification. Reseller shall indemnify, defend and hold harmless ITE from and against any claims, actions, damages, demands, liabilities, costs and expenses (including reasonable attorney's fees) resulting from any act or omission of Reseller or Reseller's independent contractor under this Agreement.

13. Additional Provisions. The laws of the state of Florida USA shall govern this Agreement. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations or understanding, whether oral or written. Notwithstanding the termination or expiration of any other agreement between the parties, the obligations created hereunder shall continue indefinitely.