

The following License listed below, constitutes the VAR ( Value Added Reseller ) License , as applicable to you.

### Value Added Reseller Agreement

This agreement (the "Agreement") is made and entered into between Essen Energy Conversion Devices Private Limited ("Essen") and You effective as of the date Essen accepts your application ("Application") to participate in the Value Added Reseller ( VAR ) Program (the "Program") and notifies you of such acceptance (the "Effective Date"). In this Agreement, all references to "you," "your" or "Company" mean the entity participating in the Program.

#### 1. DEFINITIONS

(a) "Company Site(s)" means the Web Site(s) owned or controlled by you which you will make available to your customers, through which you will fulfill your obligations under this Agreement and all Products and Services Order(s).

(b) "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered India, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated) relating to intangible property.

(c) "Products and Services Order(s)" means any valid products and services order issued pursuant to this Agreement, which will establish any additional rights and obligations of the parties. No products and services order shall be valid unless it is fully executed by both Essen and you.

(d) "Essen Products and Services" means the Essen products and services to be distributed by you under this Agreement as set forth in the Products and Services Orders issued hereunder.

(f) "Essen Web Site" means the proprietary Internet sites owned or operated by Essen, its subsidiaries or affiliated companies, including but not limited to the following websites presently located at the URLs [www.essencomputers.com](http://www.essencomputers.com) & [www.essenfid.com](http://www.essenfid.com) by which Essen offers its products and services.

(g) "Web Site" means a so-called HTML "home page" on the World Wide Web and other linked pages and all portions thereof, capable of running in a satisfactory manner on a computer system, including without limitation, all HTML or other formatted text files, all related graphics files, data files, modules, routines and objects, and the computer software and all other script or program files

required to exploit such materials and that collectively control the display of and user interaction with the Web Site.

## 2. GRANT OF LICENSE

Essen hereby grants Company and Company accepts a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty free license to sell Essen's Products on the Company Site as described herein or in any Products and where specified by creating a hyperlink between Company Site and the Essen Web Site, subject to any Style Guide Essen may hereafter provide.

You agree:

- (a) To be responsible for customer satisfaction for all your activities;
- (b) That to receive benefits in any country, you must register and be accepted by Essen for that country or that organization's designee.
- (c) That for certain lead offerings, if we provide a lead to you, to report to us the results of your activities, as we specify in writing;
- (d) That to qualify for a level or benefit for which we reasonably require information (for example, documentation of your skills certification), to provide such information to us;
- (e) That when we provide you with access to our information systems, it is only in support of your activities under the Agreement. Programs we provide to you for your use with our information systems, which are in support of such activities, are subject to the terms of their applicable license agreements, except you may not transfer them;

## 3. PROPRIETARY RIGHTS

Essen owns all rights in and to the Essen's products , Style , Logos and all Intellectual Property Rights therein and thereto. All uses of the same shall inure to the sole benefit of and be on behalf of Essen. You acknowledge Essen's Intellectual Property Rights and the goodwill associated therewith, are valuable properties belonging to Essen and that all rights thereto are and shall remain the sole and exclusive property of Essen. You shall not now or in the future contest the validity of the Essen's Intellectual Property rights. You agree that all customers that purchase Essen's Products and Services are Essen's customers and that Essen shall be the owner of all information or data collected by Essen in providing any product or service to them. Nothing herein shall confer upon you any right of ownership in any of Essen's Intellectual Property.

## 4. CONFIDENTIAL INFORMATION

(a) Confidential Information. You acknowledge that by reason of your relationship to Essen under this Agreement you may have access to and acquire knowledge from, material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, customers and Intellectual Property Rights of Essen that may not be accessible or known to the general public ("Confidential Information"). "Confidential Information" shall include, but not be limited to, (i) the terms of this Agreement, (ii) any and all information regarding any software utilized by Essen to create, operate or maintain any of Essen's Web Sites, (iii) all information contained in Essen's Company Backoffice, and (iv) any information which concerns technical details of operation of any of the products and services offered hereunder.

(b) No Disclosure. You agree to maintain all Confidential Information received from Essen, both orally and in writing, in confidence and agree not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of Essen; provided, however, that you may disclose the financial terms of this Agreement to your legal and business advisors and to potential investors if such third parties agree to maintain the confidentiality of such Confidential Information. You further agree to use the Confidential Information only for the purpose of performing this Agreement. In addition, you shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to you hereunder. Whenever requested by Essen, you shall immediately return to Essen all manifestations of the Confidential Information or, at Essen's option, shall destroy all such Confidential Information as Essen may designate. Your obligation of confidentiality shall survive this Agreement for a period of five (5) years from the date of its termination, and thereafter shall terminate and be of no further force or effect.

(c) Exclusions. Your obligations under Sections 5(a) and 5(b) above shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by you; (ii) was rightfully in your possession prior to disclosure by Essen; (iii) subsequent to disclosure, is rightfully obtained by you from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by you without resort to Essen's Confidential Information; or (v) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to Essen as soon as practicable in order to afford Essen an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

## 5. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

(a) Company's Representations and Warranties. Company represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) entering into this Agreement does not violate any agreement existing between it and any other person or entity; (iii) the Company Content does not violate or infringe any right of privacy or publicity or any other Intellectual Property Right or contain any

libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any person or entity; and (iv) the information contained in the Application (which is incorporated herein by reference) submitted by Company is true and correct, and Company acknowledges and agrees that Essen has relied on the information provided therein in entering into this Agreement. In this Agreement, "Company Content" means all artwork, graphics, icons, trademarks, trade names, service marks, logos and other content contained in the Company Site(s).

(b) Company's Indemnification. Company agrees to, and shall, indemnify, defend and hold harmless Essen and its directors, shareholders, officers, agents, employees, successors, affiliates and assigns from and against any and all third party claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorneys' fees and expenses) and other liabilities arising from, in connection with or related in any way to, directly or indirectly (i) any breach or alleged breach of any of the representations made by it under this Agreement; (ii) the development, operation, maintenance and contents of the Company Site; (iii) the completion and/or submission by Company of any order for Essen's Products / Program and Services; or (iv) any unauthorized representation or warranty made by Company regarding any Essen Product and Services. Essen shall promptly notify Company of any such claim. At Essen's request, Company shall bear full responsibility for the defense (including any settlements); provided, however, that (i) Company shall keep Essen informed of, and consult with Essen in connection with the progress of such litigation or settlement; and (ii) Company shall not have any right, without Essen's written consent, (which shall not be unreasonably withheld), to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Essen.

## 6. LIMITATION OF LIABILITY

YOU AGREE THAT ESSEN'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, ARISING OUT OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNTS PAID BY YOU. ESSEN DOES NOT WARRANT THE PRODUCT / PROGRAM / SERVICE AND ESSEN DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT; THIS PRODUCT / PROGRAM / SERVICE IS DISTRIBUTED "AS-IS". ESSEN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF CUSTOMER OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESSEN'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE FEES / PRICE PAID IF ANY BY YOU UNDER THIS AGREEMENT.

## 7. CHANGE IN TERMS

We may change the terms of the Agreement by giving you one month's notice. However, we may change the terms relating to safety and security at any time. We will notify you if there are changes to the Agreement. Changes will be provided by posting them, or the Agreement with the changes incorporated, in the Agreement section of the VAR Web site. You agree to check the Web site for changes, once notified. Otherwise, for any other change to be valid, both of us must agree in a signed writing. Changes are not retroactive. Additional or different terms in any written communication from you are void.

## 8. ENDING THE AGREEMENT

Either of us may terminate the Agreement or any of its Attachments, with or without cause, on one month's written notice. If the termination is for cause, the terminating party will allow the other party a reasonable opportunity to cure.

You agree that if we permit you to perform certain activities after this Agreement ends, you will do so under the terms of this Agreement.

## 9. GOVERNING LAW

This Agreement is governed by the laws of the Union of India.

Customer agrees to comply fully with all relevant export laws and regulations of the U.S./UNION OF INDIA to assure that neither the Product / Programs / Service, nor any direct product thereof, are exported, directly or indirectly, in violation of U.S./UNION of INDIA law. The Product / Program / Service may not be transferred outside the country where delivery is taken or transferred, sold, assigned, or otherwise conveyed to another party without ESSEN's prior written consent.

If the Product / Program / Service is delivered to a U.S. Government Agency of the Department of Defense, then it is delivered with Restricted Rights and the following legend is applicable.

Restricted Rights Legend Use, duplication or disclosure by the Government is subject to restrictions as currently set forth in subparagraph (c)(1)(ii) of DFARS 252-227-7013, Rights in Technical Data and Computer Software (October 1988). Essen Energy Conversion Devices Private Ltd., 24 B Jolly Maker II, Nariman Point , Bombay 400 021 , India.

If the Product / Program / Service is delivered to a U.S. Government Agency not within the Department of Defense, then it is delivered with "Restricted Rights" as defined in FAR 52.227-14, Rights in Data- General, including Alternate III (June 1987).

Unless both parties have signed a license agreement covering the Product / Program / Service , this Agreement constitutes the complete agreement between the parties and supercedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

Should you have any questions concerning this Agreement, you may contact,

Essen Energy Conversion Devices Pvt. Ltd. at [xtenna@essenrfid.com](mailto:xtenna@essenrfid.com)

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