

GajShield™ offers Channel Partner the opportunity to use the Channel Partner Portal and participate in the GajShield Channel Partner program only ON THE CONDITION THAT Channel Partner agrees to BE BOUND BY the terms and conditions in the GajShield Channel Partner Program Agreement ("Agreement"). By PARTICIPATING IN THE GAJSHIELD CHANNEL PARTNER PROGRAM, Channel Partner acknowledges that it has read, understands and agrees to be bound by the Agreement.

1. Definitions

"Channel Partner" means the individual or company that GajShield acknowledges has a limited, non-exclusive right to market and resell Products, obtained from GajShield or an authorized GajShield distributor, in the Territory, directly to End Users.

"GajShield Channel Partner Program" or "GCPP" shall mean GajShield's Channel Partner Program, which shall include all requirements, guidelines and benefits thereof, as further specified in GCPP materials (as they may be changed from time to time by GajShield in its sole discretion), available after the registration process at the GajShield Partner Portal, which are incorporated herein by reference.

"Confidential Information" shall mean all proprietary or confidential information disclosed by one party to the other party including, without limitation: (i) proprietary product, software or services information, or related design, technology, ideas and algorithms (note the design, technology, ideas, and algorithms in GajShield's Products and Services, and Software and components therein and related thereto, shall be deemed GajShield "Confidential Information"); (ii) trade secrets; (iii) either party's technical, business or financial information and plans; (iv) the terms of this Agreement; and (v) any item marked as confidential by the disclosing party. Confidential Information shall not include information that the receiving party can show (a) is or becomes generally known or publicly available through no fault of the receiving party; (b) is known by, or is in the possession of, the receiving party prior to its disclosure, as evidenced by business records, and is not subject to restriction; (c) is lawfully obtained without restriction from a third party who has the right to make such disclosure, or (d) is independently developed by the receiving party, without use of, or reference to, the disclosing party's Confidential Information.

"Documentation" means the Product installation instructions, user manuals, setup posters, release notes, and operating instructions prepared by GajShield, in any form or medium, as may be updated from time to time by GajShield and made generally available to End User.

"Effective Date" shall mean the date that GajShield accepts Channel Partner's application.

"End User" means the ultimate user of the Products.

"End User Agreement" means the agreement between GajShield and End User (e.g. GajShield Subscription Agreement) governing End User's use of the Products in accordance with the terms therein.

"GajShield Authorized Distributor" shall mean any distributor expressly authorized by GajShield in a written agreement to distribute Products to Channel Partners.

"Hardware" means proprietary computer hardware made available by GajShield and purchased pursuant to an Order.

"Not For Sale Demo Unit" means any Product that Channel Partner purchases as a demonstration unit, as expressly stated in an order submitted to GajShield's order administration department, to give, lend, place with, or stage with a customer or potential customer solely to enable the customer or potential customer to review and evaluate the Product and not for use in production.

"Product(s)" shall mean any Hardware, or Software product or subscription which Channel Partner is licensed to sell.

"Software" means proprietary software applications, in object or binary code only and not source code, made available by GajShield and purchased pursuant to an order by Channel Partner.

"Subscription" means a non-exclusive, non-transferable right to use the Products in accordance with the End User Agreement and the Order.

"Territory" shall mean the geographic area where Channel Partner focuses its sales efforts and where Channel Partner expects to procure and resell at least 90% of its total business volume with GajShield. The Territory, within which the license granted hereunder shall be operative, will be communicated to Channel Partner upon completion of the Channel Partner registration process.

2. LICENSES

Subject to the terms of this Agreement and solely for the term of this Agreement, GajShield hereby grants to Channel Partner a non-exclusive, non-transferable, revocable, limited license, actively in the Territory, to market, sell, and distribute properly purchased Product, Services and associated Documentation, and provide properly purchased support Services in accordance with GajShield's policies and the GCPP, only to End Users in the Territory (collectively "Licensed Activities").

Additionally, GajShield hereby grants Channel Partner, solely for the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Documentation and to make a reasonable number of copies of the Documentation solely for its own business purposes and any pre-sales activities to support Channel Partner's marketing of the Product and Services, provided that Channel Partner must reproduce and include the original Documentation copyright notice and any other notices upon any copies made by Channel Partner regardless of type of media.

Except as expressly stated in this Section 3, Channel Partner shall have no license rights under this Agreement.

3. OWNERSHIP AND RETENTION OF RIGHTS

Channel Partner hereby agrees and acknowledges that GajShield, and its licensors (if any), own and shall retain all right, title and interest in and to, and Channel Partner shall have no right, title or interest in and to the following other than the limited license rights expressly set forth in Section 2 of this Agreement: (i) the Products, Software and Services, (ii) the manufacture and/or production of Product (including all copies and derivative works of the Product, by whomever produced), and associated Documentation, including all intellectual property rights embodied therein, including, among others, all patent and trade secret and trademark rights and all copyrights; (iii) all of the service marks, trademarks, trade names or any other designations, and (iv) all copyrights, patent rights, trade secret rights, and other proprietary rights in the Products, Software and Services.

4. CHANNEL PARTNER RESPONSIBILITIES

4.1. *Qualifications.* In addition to the responsibilities set forth elsewhere in this Agreement, Channel Partner agrees to comply with the policies and criteria (corresponding to its assigned partner level) established by GajShield for the Channel Partner Program.

4.2. *Sales Efforts.* Channel Partner shall use its best efforts to: (i) market, advertise, and otherwise promote and sell the Products and related Services contracts in the Territory, (ii) unless prohibited by law, prevent the export of the Products and Services from the Territory for resale outside the Territory, (iii) perform its obligations under this Agreement, and (iv) further preserve the goodwill and reputation of GajShield and the Products and Services. As part of these efforts, within thirty (30) days of the Effective Date, Channel Partner shall put a GajShield logo on Channel Partner's web site according the relevant specifications in GajShield's latest Channel Partner guidelines available at the GajShield Partner Portal and according to GajShield's applicable policies and guidelines. For clarity, notwithstanding anything to the contrary, Channel Partner is solely responsible to sell any Products and Services that it purchases from GajShield, and GajShield has no responsibility to assist with that sale and in no way assumes any responsibility to assist with that sale or to ensure any sale is consummated. Channel Partner is free to set the prices it charges in its discretion, provided it is responsible to ensure full compliance with all laws.

4.3. *Not-For-Resale (NFR) Demo Unit; Conditions on Resale.* Any discount provided to Channel Partner for NFR Stock shall be used solely for the purchase of Demonstration Stock. Such stock shall not be offered for resale unless otherwise agreed to in writing signed by an authorized representative of GajShield.

4.4. *Internet Sales Restriction.* Channel Partner hereby agrees and warrants that it shall not sell or otherwise make available Products via any online websites on the world wide web, service, or similar medium throughout the duration of this

Agreement. In addition, Channel Partner acknowledges and agrees that because inadequate presales support reflects poorly upon and tarnishes the GajShield name a breach of this Section 4.4 is a material breach of this Agreement.

4.5. Channel Partner Support. Channel Partner, either directly or through its designated support providers, shall provide support to its customers for support Services purchased from GajShield for the GajShield Products distributed and sold hereunder in accordance with the support and maintenance guidelines listed for its GCPP level at the GajShield Partner Portal. Channel Partner shall ensure that all questions regarding the use or operation of the GajShield Products are addressed to and answered by Channel Partner, and Channel Partner shall not represent to any third party that GajShield is available to directly answer any Customer questions. GajShield may refer any support questions relating to the Licensed Software distributed hereunder to Channel Partner. Channel Partner is responsible to continue to provide support after termination of this Agreement for any reason, in accordance with support contracts purchased by Channel Partner and pursuant to GajShield's support policies and is responsible to ensure effective and professional support even after termination of this Agreement. Channel Partner agrees that in no event will it provide any Services, whether support or otherwise, related to Products except pursuant to Services contracts that Channel Partner has properly purchased from GajShield for each individual Product and that have been registered with GajShield. In no event will Channel Partner provide support Services for a particular individual Product utilizing a support contract purchased in relation to a different individual Product. Channel Partner agrees that it will flow down the responsibility in the immediately preceding sentence to its Customers.

4.6. Condition on Service Agreement Sales. Each purchase of a GajShield Services contract is valid only for the time period designated on GajShield's invoice to the GajShield Authorized Distributor and must be timely and properly registered at GajShield's License Portal in relation to a specific Product, and Channel Partner understand and agrees that the support and warranty terms are as stated at GajShield's website or such other website or as otherwise designated by GajShield, and the support and warranty periods will automatically start and run according to GajShield's policies.

4.8. Packaging, End User License Agreement, Warranties. Channel Partner may distribute the Products and Services only with all warranties, disclaimers, license agreements, including GajShield's then-current End User License Agreement, or EULA, and Documentation as shipped from GajShield, and Channel Partner is responsible to ensure all End Users are provided such End User License Agreement and Documentation and are subject to such terms and agreements. Channel Partner shall take all steps reasonably requested by GajShield to inform End Users of all applicable restrictions and limitations regarding the use of Products and Services. Any guaranties, warranties, promises or commitments given or made by the Channel Partner which go beyond the GajShield standard license terms provided by GajShield with the Product are not binding for GajShield and are at the sole responsibility of Channel Partner, and Channel

Partner hereby agrees to indemnify and hold harmless in full GajShield related to any such guaranties, warranties, promise or commitments.

4.9. Maintenance of Qualified Individuals. Channel Partner hereby represents and warrants it possesses the experience, skills and resources required to perform its obligations under this Agreement. Consistent with this Agreement, Channel Partner shall, at its expense, retain adequate numbers of qualified individuals to: (i) provide pre and post sales support services to Customers in line with the requirements of GajShield's support policies, as amended from time to time in GajShield's sole and absolute discretion and (ii) perform any upgrades and/or updates to GajShield's Products and Services as may become necessary once such Products have come within Channel Partner's possession, custody or control.

4.10. Records and Reports; Audit Rights. Channel Partner shall maintain accurate and complete records of its marketing, sales, support, and maintenance Services activities under this Agreement and/or related to sales of GajShield Products and Services. Channel Partner shall maintain accurate and complete records relating to import and export compliance for the number of years required by each Territory, and in no event less than 5 years. During the term of this Agreement, Channel Partner shall provide information as reasonably requested by GajShield to ensure compliance by Channel Partner with the terms of this Agreement, and GajShield or its representatives may, upon reasonable notice to Channel Partner and during normal working hours, inspect the business records of Channel Partner as reasonable to verify Channel Partner's compliance. Channel Partner shall promptly provide GajShield full access to any records requested by GajShield.

4.11. Indemnification by Channel Partner. Channel Partner shall indemnify and hold GajShield harmless from and against any and all claims, liabilities, losses, damages or judgments, including all reasonable legal fees and expenses related thereto that arise from or are related to: (i) Channel Partner's modification, use or distribution of the Product and Services not in strict accordance with this Agreement; (ii) any misrepresentation or any breach of any warranty, covenant or agreement of Channel Partner; (iii) any infringement or misappropriation of any of GajShield's intellectual property rights, including, among others, patents, copyrights, and trade secrets, or (iv) any action against GajShield for injuries or damage to persons or property caused or claimed to have been caused by the negligent or intentional acts or omissions of Channel Partner personnel while in the course of performing work under this Agreement. Channel Partner's obligations under this Section are contingent upon GajShield: (a) giving prompt written notice to Channel Partner of any such claim; (b) allowing Channel Partner to control the defense and any related settlement of any such claim; and (c) furnishing Channel Partner with reasonable assistance in the defense of any such claim, so long as Channel Partner pays GajShield's out-of-pocket expenses.

4.12. GajShield Channel Partner Portal. Channel Partner's use of the GajShield Channel Partner Portal is conditioned on your compliance with the terms of this Agreement and any additional terms located with the GajShield Channel Partner Portal. Channel Partner shall be responsible for all information and transactions

associated with its account and the accounts of its employees, contractors, and representatives. Channel Partner agrees all that information provided in its account is accurate, true, and complete. Channel Partner will not grant any third party access to the GajShield Channel Partner Portal without prior written approval by an authorized representative of GajShield. Channel Partner acknowledges and agrees that GajShield may use any data received from Channel Partner. Channel Partner agrees that the information contained in the GajShield Channel Partner Portal may be confidential information and Channel Partner shall treat any and all such confidential information in accordance with the confidentiality provisions contained in this Agreement. GajShield reserves and retains ownership of all proprietary and intellectual property rights in the GajShield Channel Partner Portal.

5. Limited Warranty

For the Subscription Term, GajShield warrants that the Products, as updated from time to time by GajShield and used in accordance with the Documentation and the End User Agreement by End User, will operate in substantial conformance with the Documentation under normal use. GajShield does not warrant that: (A) the Products will (i) be free of defects, (ii) satisfy End User's requirements, (iii) operate without interruption or error, (iv) always locate or block access to or transmission of all desired addresses, emails, Malware, applications and/or files, or (v) identify every transmission or file that should potentially be located or blocked; or (B) that the algorithms used in the Products will be complete or accurate. GajShield's sole obligation and any Channel Partner's and/or End User's sole remedy is for GajShield to correct any significant deviation from the specifications in a manner determined by GajShield.

AS BETWEEN GAJSHIELD AND CHANNEL PARTNER, THE PRODUCTS AND ANY MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS OR MATERIALS.

Channel Partner may not make any additional representations or warranties with respect to the Products other than the limited warranties made by GajShield in this Agreement.

6. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GAJSHIELD, ITS AFFILIATES, ITS LICENSORS OR DISTRIBUTORS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) LOSS OF DATA; OR (V) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TERMINATION OF

THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, BUT NOT LIMITED TO CLAIMS FOR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GAJSHIELD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY GAJSHIELD FOR THE APPLICABLE PRODUCTS FOR THE AFFECTED END USER OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

7. Confidential Information

Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Products, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information shall not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. The Receiving Party agrees it shall take the same measures, but no less than reasonable security measures, and use the same care, but no less than a reasonable degree of care, as it uses with its own confidential information to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use, publication, or distribution of, the Disclosing Party's Confidential Information. The Receiving Party may use Confidential Information only for the purposes identified in this Agreement and shall disclose the Confidential Information only to its employees, agents or consultants who

have a need to know the Confidential Information, have been advised of the confidentiality obligations related to the Confidential Information, and are under an obligation of confidentiality no less stringent than that contained herein. Any other use of Confidential Information is forbidden and a material breach of this Agreement.

8. Proprietary Rights

The Products and all related intellectual property rights are the exclusive property of GajShield or its licensors. All right, title and interest in and to the Products, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Products remain exclusively with GajShield or its licensors. The Products are valuable, proprietary, and unique, and Channel Partner agrees to be bound by and observe the proprietary nature of the Products. The Products contain material that is protected by patent, copyright and trade secret law, and by international treaty provisions. Channel Partner may not remove any proprietary notice of GajShield. All rights not granted to Channel Partner in this Agreement are reserved to GajShield. No ownership of the Products passes to Channel Partner. GajShield may make changes to the Products at any time without notice. Except as otherwise expressly provided, GajShield grants no express or implied right under GajShield patents, copyrights, trademarks, or other intellectual property rights.

9. Right to Use Trademark and Trade Name

Any and all trademarks and trade names which GajShield uses in connection with the rights granted hereunder are and remain the exclusive property of GajShield. This Agreement gives the Channel Partner no right therein except a limited right to reproduce trademarks and trade names as necessary for the sole purpose of allowing Channel Partner to fully promote and market GajShield Products pursuant to the terms of this Agreement. GajShield's artwork may be requested and used by Channel Partner for the duration of this Agreement. Channel Partner will abide by the logo and usage guidelines as outlined on the artwork portion of the GajShield web site.

10. Term and Termination

This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated immediately by written notice from GajShield in the case of (1) any material breach by Channel Partner, including Channel Partner's breach of Section 3,4,5,6,7,8, or 9 of this Agreement, or (2) Channel Partner being declared insolvent or bankrupt. Upon termination of this Agreement, Channel Partner shall promptly return all GajShield proprietary and Confidential Information including, but not limited to, the Products (and any demonstration or evaluation units) and any copies thereof, and shall permanently erase any machine-resident portions of the Products.

The obligations under Sections 3-9 shall survive termination of this Agreement.

11. Government Restricted Rights

Channel Partner is responsible, at its own expense, for any local government permits, licenses or approvals required to resell Products.

Channel Partner also agrees not to sell or use, or to allow any customer or partner of Channel Partner to sell or use, Products to filter, screen, manage or censor Internet content for consumers without (a) permission from the affected consumers and (b) GajShield's express prior written approval, which may be withheld in GajShield's sole and absolute discretion.

12. General

GajShield and Channel Partner are independent contractors. No agency or franchisee relationship between Channel Partner and GajShield is created by this Agreement. Neither party shall have any right or authority to act on behalf of the other or represent that it has such right or authority. For the purposes of customer service, technical support, and as a means of facilitating interactions, GajShield may periodically send Channel Partner messages of an informational or advertising nature via email, and provide account information to related third-parties. Channel Partner acknowledges that GajShield may use Channel Partner's company name only in a general list of GajShield customers. Channel Partner may not assign this Agreement to another person or entity, without first obtaining prior written approval from GajShield. Each party affirmatively represents and warrants to the other that this Agreement has been accepted by its duly authorized representative. GajShield shall not be deemed to have breached any obligation to Channel Partner if such breach results from causes that are beyond the reasonable control of GajShield. This Agreement shall be interpreted and construed in accordance with the laws of Mumbai -India, without regard to conflicts of law principles.

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Mumbai- India. All proceedings shall be conducted in the English language.