SPLASHTOP INC.
SOFTWARE RESALE AGREEMENT

This Software Resale Agreement ("*Agreement*") is made and entered into as of _____2/20/2015____ ("*Effective Date*") by and between Splashtop Inc., a Delaware (U.S.A.) corporation ("*Splashtop*"), with its principal place of business at 1054 S. De Anza Blvd., Suite 200, San Jose, CA 95129 and ___KRT Computer Services, with its principal place of business at __380 Carrol Court, Suite D, Brentwood, CA 94513___ ("*Reseller*").

RECITALS

WHEREAS, Splashtop is in the business of developing software technology.

WHEREAS, Reseller wishes to license from Splashtop certain software application solely for reselling the software application to Reseller's Resellers (multi-tier) or directly to End Users.

WHEREAS, Splashtop is willing to license and Reseller is willing to accept such license from Splashtop under the terms of this Agreement.

THEREFORE, in consideration of the above mutual covenants herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1.   **DEFINITIONS.** For purposes of this Agreement, the following capitalized terms shall have the meanings provided below.

1.1   "**Bug Fix**" shall mean a revision of the Software that corrects an identified defect.

1.2   "**Confidential Information**" is defined in Section 11.

1.3   "**Data Center**" shall mean a secured, web-based data center or distribution system that is operated and hosted by Reseller to enable the electronic delivery of the Software to End Users through user download.

1.4   "**Documentation**" shall mean all textual materials, including flow charts, graphics, operating instructions, specifications, and related technical information, including user manuals, pertaining to the Software.

1.5   "**End User(s)**" shall mean any third party licensed by Splashtop through Reseller, pursuant to the terms of this Agreement, to use the Software for that person or entity's own personal or internal business use and not for distribution, resale or other purposes.

1.6   "**End User License**" shall mean the non-transferable, non-assignable, non-sublicensable license granted to End User to use the Software received from Reseller for internal personal or business purposes, consistent with the End User Documentation.

1.7   "**End User Documentation**" shall mean all Documentation provided by Splashtop to Reseller for the Software, which may include, but is not limited to, any Documentation embedded in the Software for the electronic acceptance of End User.

1.8 "**Marks**" shall mean the trademarks, service marks and/or trade names (whether registered or not) of Splashtop associated with the Software.

1.9 "**Qualified Devices**" shall mean the computer products or electronic devices, equipped with certain version of the operating system and required hardware components pre-approved by Splashtop as set forth in a Product Statement to this Agreement, that the Software can be operated on.

1.10 "**Product Statement**" shall mean the initial Product Statement attached hereto as Exhibit A and any other Product Statements entered into by the Parties from time to time during the term of this Agreement that are substantially similar to the Product Statement attached hereto as Exhibit A.

1.11 "**Proprietary Information**" shall mean know-how, trade secrets, computer programs, designs, algorithms, subroutines, system specifications, programming logic, manufacturing techniques and program architecture disclosed by Splashtop to Reseller hereunder.

1.12 "**Software**" shall mean the Splashtop software, in object code format only, set forth in a Product Statement to this Agreement. Software shall include any related documentation, Bug Fixes and enhancements to such software provided by Splashtop to Reseller for distribution to End Users.

1.13 "**Territory**" shall mean the geographic area where Reseller is permitted under this Agreement to resell and distribute the Software to, each as set forth in a particular Product Statement attached hereto.

2. LICENSE

2.1 **License Grant.** Subject to the terms and conditions of this Agreement, and conditioned upon Reseller's timely payment of all amounts payable hereunder, Splashtop hereby grants to Reseller, and Reseller hereby accepts a limited, non-assignable, non-exclusive right and license in the Territory during the term specified in a Product Statement to:

(a) Upload the Software to the Data Center for resale and distribution to End Users, each as set forth in a particular Product Statement.

(b) Market, sell and distribute the Software directly to their resellers and End Users solely for use in connection with the Qualified Devices set forth in such Product Statement.

(c) Use, demonstrate and display the Software on the Qualified Devices for marketing and demonstration purposes.

(d) Use the Software solely for the purposes of internal testing and/or quality assurance.

(e) Create customer trials per the Product Statement

f) Use Splashtop products for the Reseller's own company internal use. The internal user count allowed may be restricted in the Product Statement.

2.2 **Sublicense Rights.** The license granted in Section 2.1 shall include the right for Reseller to sublicense to End Users the End User License pursuant to an End User License Agreement ("EULA") as described in Section 3.2 below.

3. **Reseller Covenants and Representations.** Except as expressly provided herein, Reseller covenants and represents that:

3.1   Reseller shall not, manufacture, adapt, rent, lease, sell, license, lend, trade-in, transfer, create derivative works from, translate, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, alter or modify the Software or Documentation, or alter, modify or remove any portion thereof, nor shall Reseller cause or permit any other party to do so. Reseller shall not purport to grant any rights in the Software for use as a standalone product or in conjunction with any other product other than the Qualified Devices.

3.2   Reseller shall distribute the Software to End Users with Splashtop's click-through end user license agreement ("EULA") that is included in the Software, and Reseller shall not remove the EULA from any copy or version of the Software.

3.3   Reseller shall adopt reasonable security measures in managing its Data Center at all time to protect the Software against unauthorized download and access.

3.4   **Proprietary Notice**. Reseller shall ensure that all copies of the Software will incorporate copyright and other proprietary notices in the same manner that Splashtop incorporates such notices in the Software or in any manner reasonably requested by Splashtop. Reseller shall not remove any copyright or other proprietary as it appears anywhere in the Software, nor shall Reseller cause or permit any other person to do so.

3.5   **Trademark License and Usage**.

(a)   Reseller shall use any Marks Splashtop provides to Reseller solely in connection with the distribution and marketing of the Software under the terms of this Agreement, provided that any use of any Marks shall be subject to Splashtop's prior written approval and shall be in accordance with Splashtop's then current usage guidelines for such Marks. In the event that Splashtop notifies Reseller that Reseller has failed to comply with the usage guidelines for any Splashtop Marks, Reseller shall immediately suspend all use of the applicable Marks until such non-compliance has been corrected. Splashtop may modify the Marks from time to time. Upon reasonable prior written notice from Splashtop to Reseller of any modification to the Marks, Reseller agrees to exercise commercially reasonable efforts to use such modified Marks and cease use of the Marks previously provided to Reseller after the date of receipt of such modifications. All use of the Marks by Reseller shall inure to the benefit of Splashtop. Upon termination of this Agreement for any reason, Reseller will within reasonable time cease all use of Splashtop's names and, at Reseller's election, destroy or deliver to Splashtop all materials in the Reseller's control or possession which bear such names, including any sales literature. Reseller will not challenge any intellectual property rights claimed by Splashtop in the Marks.

(b)   Without prior written approval from Splashtop, Reseller shall not remove any Marks from the Software or Documentation. Placement of Marks may be modified subject to mutual agreement between the Reseller and Splashtop, in accordance to <u>Exhibit B</u>.

4.   **OWNERSHIP**

4.1   **Ownership**. Reseller acknowledges and agrees that as between Reseller and Splashtop, Splashtop owns all right, title and interest in and to the Software, Documentation, Marks and Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. Except for the rights expressly granted by Splashtop to Reseller under this Agreement, (i) Splashtop reserves all right, title and interest in and to the Software, Documentation, Marks and Proprietary Information and (ii) no right, title, ownership, interest or license in or to Software, Documentation, Marks and Proprietary Information, whether by implication, estoppel or otherwise, is granted, assigned or transferred to Reseller under or in connection with this Agreement. Reseller shall not take any action to jeopardize, limit or interfere in any manner with Splashtop's ownership of and rights with respect to the Software, Documentation, Marks and Proprietary Information.

During the term of the Agreement, if Reseller becomes aware of any actual or suspected material unauthorized use, copying, or disclosure of the Software, Documentation, Proprietary Information or Marks, Reseller will promptly notify Splashtop and will use commercially reasonable efforts to assist Splashtop, at Splashtop's request and expense, in the investigation and prosecution of such unauthorized use, copying, or disclosure.

5. SUPPORT.

During the term of this Agreement, Splashtop shall provide the standard portal-based support to Reseller and Reseller's resellers via the website at http://www.splashtop.com/support. Splashtop also provides phone support during normal Splashtop business hours 8AM to 5PM Pacific Time, Monday through Friday, excepting holidays. A holiday calendar will be provided upon request.

6. PAYMENT; TAXES; AUDIT

6.1 **Reports.** The Reseller shall maintain complete and accurate records of the Software sold and distributed by Reseller.

6.2 **Partner Portal**: For Resellers with Splashtop Partner Portal privileges, Splashtop will review all software provisioned or licensed as well as trials issued by the Reseller via the Partner Portal. Splashtop will invoice within 15 days of the end of each month.

6.3 **Payment.**

(a) **Standard Reseller payment process:** Reseller shall pay the fees for the licenses granted hereunder as set forth in a particular Product Statement attached hereto ("License Fees"). Reseller will receive a quote from Splashtop for the product(s) sold and upon invoicing Splashtop will provision the end customer's license. For accounts provisioned using the Partner Portal an invoice will be sent according to 6.2 above.

(b) **Partner Portal Reseller payment process:** Reseller shall pay the License Fees for the license rights granted hereunder no more than thirty (30) days after the receipt of Splashtop's invoice. If any License Fees have been pre-paid, such monthly invoices shall reflect the application of any remaining credits for amounts prepaid. Splashtop shall invoice for all other fees owed.

(c) **Payment:** Payment shall be in U.S. dollars and may be paid by credit card, check, or wire transferred to Splashtop's account pursuant to the instructions provided in Exhibit C of this Agreement, with the sender responsible for any fees charged by the sending bank and the recipient for any fees charged by the receiving bank. Unless otherwise notified Splashtop will assume credit card payments and will invoice via a link to a credit card processing agent. Late payment of all fees payable to Splashtop shall bear interest at the rate of 0.5% per month (6% per annum based on a calendar year of 360 days). In the event that Reseller has not paid fees due to Splashtop within thirty (30) days of the due date, Splashtop will provide Reseller with written notification and Splashtop has the right to terminate this Agreement ten (10) days after the notification is received. In the event that any payment hereunder is overdue, Splashtop reserves the right to suspend performance until such delinquency is corrected.

6.4 **Taxes.** Reseller shall be responsible for all sales taxes, use taxes, withholding taxes, value added taxes, import and export taxes and any other similar taxes incurred in connection with either party's performance under this Agreement, excluding taxes based on Splashtop's net income. The License Fees payable by Reseller hereunder are exclusive of any and all taxes.

6.5   **Import and Export Requirements**. The Reseller acknowledges that any obligation of Splashtop to provide Software under this Agreement shall be subject in all respects to all United States laws and regulations governing the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States. The Reseller shall not export, directly or indirectly, any Software or related information without first obtaining all required licenses and approvals from the appropriate government agencies.

6.6   **Audit**. Upon ten (10) days written notice to Reseller, and no more often than once per calendar year, Splashtop's independent certified public accountant shall have the right to inspect Reseller's records during business hours solely for the purpose of verifying Reseller's claims of the Software sold to or downloaded by End Users and that the amounts due to Splashtop complies with the requirements of this Agreement. Reseller will make immediate payment of any understatement of amounts due Splashtop plus interest at the rate of 1.0% per month (12% per annum based on a calendar year of 360 days). If, as a result of such inspection, it is determined that the amount paid or due from Reseller to Splashtop for the period being reviewed has been understated by an amount in excess of five percent (5%) of the amount due Splashtop, then Reseller shall promptly pay the cost of such inspection. The audit right by Splashtop hereunder shall be in effect during the term of the Agreement and shall continue to be in effect for a period of twelve (12) month following the termination or expiration of the Agreement or any Product Statement.

7.   WARRANTIES AND DISCLAIMERS

7.1   **Reseller Representations**. Reseller makes the following representation and warranties to Splashtop, each of which is true and correct on the date hereof and shall continue to be true and correct at all times during the term of this Agreement, and hereby covenants that:

(a)   Reseller is a corporation duly organized and validly existing under the laws of _____ and has all requisite corporate power and authority to execute, deliver and perform this Agreement and any other agreements contemplated hereby and to consummate the transactions contemplated hereby;

(b)   Reseller is not currently obligated nor will it assume any future obligation under any contract (including without limitation any license, covenant or commitment of any nature) or other agreement, instrument or arrangement that conflicts with its obligations under this Agreement;

(c)   Reseller will not make any representation, guarantee or warranty of any kind with respect to the Software in addition to or different from those contained in written materials published by Splashtop and provided by Splashtop to Reseller.

7.2   **Splashtop Representations**. Splashtop makes the following representation and warranties to Reseller, each of which is true and correct on the date hereof and shall continue to be true and correct at all times during the term of this Agreement, and hereby covenants that:

(a)   Splashtop is a corporation duly organized and validly existing under the laws of Delaware and has all requisite corporate power and authority to execute, deliver and perform this Agreement and any other agreements contemplated hereby and to consummate the transactions contemplated hereby;

(b)   Splashtop is not currently obligated nor will it assume any future obligation under any contract (including without limitation any license, covenant or commitment of any nature) or other agreement, instrument or arrangement that conflicts with its obligations under this Agreement; and

(c)   If Splashtop describes the Software in its own marketing materials, then Splashtop warrants such descriptions are true, and Reseller may rely on such claims in creating their own marketing materials for the Software.

7.3   **DISCLAIMER.** EXCEPT AS SPECIFIED HEREIN, SPLASHTOP MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE AND DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8.   **INDEMNIFICATION**

8.1   **Indemnification by Splashtop.** Splashtop at its own expense shall indemnify and hold Reseller harmless from any and all damages, losses, costs, actions and expenses, including attorneys' and experts' fees arising from any third party claims which arise from any breach of any representations set forth in Section 7.2, provided that Reseller (1) gives Splashtop prompt written notice of any such claim, suit, expense or the like, (2) permits Splashtop to defend or settle any such claim, suit or the like, provided, however, that (a) Splashtop shall not enter into any settlement agreement that would result in any admission by Reseller without Reseller's prior written consent and (b) Reseller may at its election participate in the defense of such claim, suit, or the like through separate counsel at its own expense, and (3) provides Splashtop all reasonable assistance (at the expense of Splashtop) in connection with the defense or settlement of any such claim, suit or the like.

(a)   **Alternatives.** In the event of any claim being made that the use or possession of the Software or any portion thereof infringes or in Splashtop's opinion likely infringes any third party's intellectual property rights, then Splashtop may, at its discretion, (i) obtain for Reseller, at no additional cost to Reseller, the right to continue distributing the Software under this Agreement; (ii) modify or replace the infringing part of the Software at no additional cost to Reseller to avoid such claim, or (iii) if neither (i) or (ii) is commercially feasible, terminate this Agreement.

(b)   **Exclusions**. Notwithstanding the foregoing, Splashtop shall have no obligation under Section 8.1 for any claims to the extent resulting from (i) unauthorized modifications or alterations of the Software made by or for Reseller; (ii) use of a version of the Software in which infringement would have been avoided by the use of an update, Bug Fix, release or new version which Splashtop made available to Reseller, (iii) use of the Software in combination with any other software, hardware or products, if such infringement would not have occurred but for such combination; or (iv) use of the Software in a manner for which the Software was not designed or is in violation of this Agreement. If Splashtop notifies Reseller that Splashtop has received a written claim of infringement or has determined that there is a risk of infringement of a specifically identifiable intellectual property right of a third party, Splashtop shall have no obligation to indemnify Reseller for such infringement or alleged infringement with respect to sales made by Reseller more than thirty (30) days after the date that such notice is delivered to Reseller.

8.2   **Indemnification by Reseller.** Reseller at its own expense shall indemnify, defend and hold Splashtop free and harm-less from any and all claims, damages, losses, costs, actions and expenses, including attorneys' and experts' fees, arising from (i) any breach of Reseller's representations or warranties or covenants under this Agreement, (ii) any claim related to or arising from Reseller's distribution of the Software under this Agreement, (iii) Reseller's own products or services; (iv) any claim resulting from the exclusions specified in Section 8.1(b); or (v) claims by End Users (except claims arising solely from the Software). Splashtop shall (1) give Reseller prompt written notice of any such claim, suit, expense or the like, (2) permit

Reseller to defend or settle any such claim, suit or the like, provided, however, that (a) Reseller shall not enter into any settlement agreement that would result in any admission by Splashtop or payment by Splashtop without Splashtop's prior written consent and (b) Splashtop may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense, and (3) provide Reseller all reasonable assistance (at the expense of Reseller) in connection with the defense or settlement of any such claim, suit or the like.

9.   LIMITATION OF LIABILITY

9.1   **Limitation of Amount**. EXCEPT FOR A BREACH OF THE INDEMNIFICATION (SECTION 8), SCOPE OF LICENSE (SECTION 2) AND CONFIDENTIALITY (SECTION 11) PROVISIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. EXCEPT FOR LIABILITY UNDER INDEMNIFICATION (SECTION 8) AND BREACH OF CONFIDENTIALITY (SECTION 11), SPLASHTOP'S AGGREGATE LIABILITY TO RESELLER UNDER THIS AGREEMENT SHALL NOT EXCEED FEES RECEIVED BY SPLASHTOP FROM RESELLER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING ANY CLAIM REGARDLESS OF WHETHER SPLASHTOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

10.   TERM AND TERMINATION

10.1   **Term**. The initial term of this Agreement shall be two (2) years from the Effective Date unless terminated by either party in accordance with Section 10.2 below.

10.2   **Termination**. This Agreement may be terminated as follows:

(a)   Either party may terminate this Agreement without cause by delivering a sixty (60) day prior written notice to the other party;

(b)   either party may terminate this Agreement at any time for a material breach of this Agreement if thirty (30) days after providing the other party written notice specifying facts constituting a material breach of this Agreement, the breaching party has not cured such breach; or

(c)   either party may terminate this Agreement immediately without notice if (i) the other party is subject to a bankruptcy proceeding, whether voluntary or involuntary, which is not dismissed within sixty (60) days or makes an assignment for the benefit of creditors, or if a receiver, liquidation, administrator or trustee is appointed for such party's affairs or analogous procedure is initiated and not dismissed within sixty (60) days or (ii) the other party is dissolved.

10.3   **Effect of Termination**. Upon the effective date of termination of the Agreement, Reseller shall immediately cease all use, resale and distribution of the Software, cease all use of the Marks and pay Splashtop all fees payable under Section 6. All copies of Software in Resellers' possession at the time of termination of this Agreement shall be promptly destroyed or returned to Splashtop. Reseller shall promptly takedown the Software from the Data Center upon the termination of the Agreement.   Upon such termination or expiration of the Agreement, each party shall return or destroy all Confidential Information provided by the other during the term of this Agreement, provide the other party with a letter indicating that the party has

complied with this Section and, to the best of the party's knowledge, does not possess any copies of the Software, Documentation, the Marks, Proprietary Data or other materials of the other party.

End user subscriptions that have been paid for to Splashtop by Reseller will continue in force until expiration of their subscription period. Splashtop will assume a direct relationship with each end customer.

10.4   **Survival.** The provisions of <u>Sections</u> 1, 3, 4, 6, 7.3, 8, 9, 10.4, 11-13 shall survive and remain in effect after the effective date of termination or expiration of this Agreement.

11.   CONFIDENTIALITY

11.1   **Confidential Information.** "*Confidential Information*" shall mean any information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and, if disclosed in writing or in some other tangible form, that is marked at the time of disclosure as being "Confidential" or "Proprietary" or with words of similar import, or if disclosed orally or by inspection, is identified at the time of disclosure as confidential and is summarized in a written memorandum transmitted to the Receiving Party within thirty (30) days after such disclosure with enough specificity for identification purpose. Confidential Information includes but is not limited to, trade secrets, product plans, designs, business and marketing plans, technical specifications, research, customer or financial data, or other related materials.

11.2   **Exceptions.** Confidential Information does not include any information that: (i) is, or becomes, publicly known through no wrongful act on the Receiving Party's part (and no wrongful act on Reseller's part with respect to Splashtop Confidential Information); (ii) is already known to the Receiving Party, or becomes known to the Receiving Party without restriction on disclosure; (iii) is independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party, which independent development the Receiving Party will have the burden of proving; or (iv) is furnished by the Disclosing Party to a third party without an obligation of confidentiality.

11.3   **Disclosure.** The Receiving Party shall not, without the prior written consent of the other party, use such Confidential Information for its own benefit or the benefit of any third party except for purposes expressly provided for in this Agreement. The Receiving Party further agrees to use the same degree of care, but no less than a reasonable degree of care, with the Disclosing Party's Confidential Information as it would with its own confidential information. The Receiving Party may disclose Confidential Information as required by a court or under operation of law or order provided that the Receiving Party notifies the Disclosing Party of such requirement prior to disclosure, that the Receiving Party discloses only that information required, and that the Receiving Party allows the Disclosing Party the opportunity to object to such court or other legal body requiring such disclosure.

12.   COMPLIANCE WITH LAWS

Reseller shall be solely responsible for complying with all applicable laws, statutes, rules, regulations and ordinances with respect to the distribution of the Software and shall obtain all necessary approvals and permits to market the Software and perform its obligations under this Agreement. If Reseller receives any notice or becomes aware of any violation of any law, statute, rule, regulation or ordinance about the Software or the distribution thereof, Reseller shall promptly notify Splashtop of such notice or violation. Splashtop shall be solely responsible for complying with all applicable laws, statutes, rules, regulations and ordinances in its performance under this Agreement.

13. **GENERAL PROVISIONS**

13.1 **Export Controls.** Before using, sublicensing, selling or otherwise distributing the Software in the Territory, Reseller shall (a) take reasonable precautions to protect the proprietary rights of Splashtop in the Territory in which the Software is to be used, sublicensed, sold or otherwise distributed; and (b) fully comply with all then current and applicable regulations of any government in the Territory in which the Software is used, sublicensed, sold or distributed pursuant to this Agreement.

13.2 **Restricted Rights of Government End Users.** As defined in Federal Acquisition Regulation ("FAR") section 2.101, Defense Federal Acquisition Regulation ("DFAR") section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, the Software, Documentation and any other software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement. Reseller will ensure that each copy used or possessed by or for the U.S. Government is labeled to reflect the foregoing.

13.3 **Waivers and Consents.** No waiver or consent shall be binding except in writing signed by the party making the waiver or giving the consent. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent except to the extent specifically set forth in writing.

13.4 **Injunctive Relief.** It is expressly agreed that a material breach of this Agreement by one party ("the breaching party") may cause irreparable harm to the other party ("the non-breaching party") and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the non-breaching party may be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions of this Agreement.

13.5 **Notice.** All notices to be delivered hereunder shall be delivered by a verifiable means of delivery to the address set forth in the first paragraph of this Agreement or such other address as either party may specify in writing, and, unless disputed by the receiving party, shall be deemed received on the earlier of (a) a verifiable delivery date or (b) ten (10) business days after transmittal by the notifying party.

13.6 **Publicity.** Upon signing of this Agreement, both parties shall issue a mutually agreed joint press release to announce the partnership between the parties and/or the availability of the Software for the Territory. Splashtop may include Reseller's name on Splashtop's reseller and/or product webpage for the promotion of the Software.

13.7 **Assignment.** Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either party without the prior written approval of the non-assigning party. Notwithstanding the foregoing, either party may assign this Agreement to any acquirer of all or substantially all of such party's assets or business related to this Agreement or equity securities or by way of merger or consolidation. All terms and provisions of this Agreement are binding upon and inure to the benefit of the parties and their successors. Any attempted assignment in violation of this Agreement shall be void and without effect.

13.8 **Attorney's Fees.** The prevailing party in any suit, action, counterclaim, or arbitration arising out of this Agreement (including without limitation enforcement of any award or judgment obtained with respect to this Agreement and the attorney's fees and costs associated with any appeal from any award or judgment) shall be entitled to recover a reasonable allowance for attorney's fees, litigation expenses, collection costs, and the cost of arbitration in addition to court costs. This Section 13.8 shall survive any judgment, and shall not be deemed merged into any judgment. "Prevailing party" within the meaning of this Section 13.8 means a party who obtains an award or judgment in excess of the maximum amount offered by the other party

of this Agreement at any time after the commencement of legal proceedings or against whom is entered an award or judgment less than the maximum amount offered by such party at any time after the commencement of legal proceedings.

       13.9   **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on the International Sale of Goods. The parties hereto consent to the personal jurisdiction of all federal and state courts in California and agree that venue shall lie exclusively in Santa Clara County, California.

       13.10   **Entire Agreement**. This Agreement (including all Exhibits and Product Statements hereto) and the documents and agreements contemplated in this Agreement constitute the entire agreement between the parties with regard to its subject matter. This Agreement supersedes all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties. There are now no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement subject to the foregoing. In the event of any inconsistency between the terms of this Agreement and any Product Statement, the terms of the Product Statement shall control. In the event of any inconsistency between custom and practice in any trade or industry and this Agreement, this Agreement is intended to modify trade custom and shall control. Neither custom and practice in any trade or industry, nor any course of dealing between the parties shall be deemed to supplement this Agreement where this Agreement is silent.

       13.11   **Relationship of the Parties**. This Agreement does not make the parties partners or joint venturers with each other, nor does it create any principal and agent or trustee and beneficiary relationship or other association between any of the parties, except as expressly stated otherwise. No action taken by any party pursuant to this Agreement shall create any such relationship in the absence of express language in this Agreement to the contrary. The relationship of the parties to each other is that of independent contractors. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever.

       13.12   **Modification.** No supplement, modification or amendment to this Agreement shall be binding unless evidenced by a writing signed by each party..

       13.13   **Force Majeure**. Neither party shall be liable for any delays in the performance of any of its obligations hereunder (other than the obligation to pay money) due to causes beyond its reasonable control, including but not limited to, fire, war, riots, acts of any civil or military authority, acts of God, or other casualty or natural calamity for so long as and to the extent that the effects of such circumstance continue.

       13.14   **Language**. This Agreement is signed and executed in English and may be translated into a language other than English, provided, however, in the event a conflict arises between the English version and any translation thereof, the English version shall prevail.

       13.15   **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.
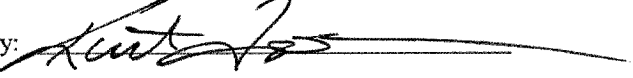
Splashtop Inc.

By: _____

Printed Name: JEFF TOUKA

Title: SVP Sales

Date: 2/20/2015

Reseller: KRT Computer Services

By: _____

Printed Name: Kurt Tomicich

Title: Owner

Date: 2/20/2015

EXHIBIT A

PRODUCT STATEMENT
No. 1

This Product Statement No. 1 ("**Product Statement 1**"), dated _2_ / _20_ / _2015_] ("Product Statement Date 1"), is entered into by and between Splashtop Inc. and ___KRT Computer Services___ pursuant to that certain Software Resale Agreement, dated _2_ / _20_ / _2015_], between such parties (the "**Agreement**"). This Product Statement 1 shall be deemed a part of and incorporated in the Agreement.

1. **SOFTWARE**

   Splashtop Business, Splashtop Enterprise, Splashtop Classroom, and Mirroring360.

   Splashtop Partner Portal privileges are reserved for reseller selling $1,000 or more a year of Splashtop Business. Partner Portal may be used to provision trials, initial subscriptions with a minimum one year term, and co-termed additional users (additional users where their subscription ends on the original purchase date) for an existing account.

2. **TERRITORY - No limits**

3. **QUALIFIED DEVICES**

   The Software supports the Qualified Devices in accordance with the Splashtop for Business, Enterprise and Classroom datasheets.

4. **LICENSE FEES** (Discounts applied to prices on the Splashtop Platinum Reseller Price List)

   17% discount on licenses
   10% additional for Deal Registration or mutually agreed process when partner has partner portal privileges
   3% additional for tier 1 and tier 2 support
   Total maximum discount of 30%

   All Splashtop Business accounts created and managed with the Partner Portal must be 1 year subscription licenses unless an exception is previously approved in writing.

5. **PRICING TO END USERS**

   End user pricing and Reseller's reseller pricing is totally controlled by Reseller.

6. **TERM**

   Subject to Section 10.2 (Termination) of the Agreement, the initial term of this Product Statement 1 shall be two (2) year from the Product Statement Date 1.

This Product Statement 1 is accepted and agreed by:

Splashtop Inc.

By: _____

Printed Name: _Jeff Towler_

Title: _SUP Sales_

Date: _2\20\2015_

KRT Computer Services

By: _____

Printed Name: _Kurt Tomicich_

Title: _Owner_

Date: _2/20/215_

EXHIBIT B

Splashtop Marks

EXHIBIT C

Wire Transfer Instruction

Bank Name: Citibank (West) FSB
Bank Address: 12948 Saratoga-Sunnyvale Road, Saratoga, California 95070, U.S.A
Bank Phone: 408.867.7701
Bank ABA/Routing Number (for domestic wire): 321171184
Bank Swift Number (for international wire): CitiUS33
Beneficiary Account Name: Splashtop Inc.
Beneficiary Account Address: 1054 South De Anza Blvd., Suite 200, San Jose, California 95129, U.S.A.
Beneficiary Account Number: 203774617

Exhibit D

Splashtop for Business and Enterprise Data Sheet(s)

Please refer to current datasheet/brochures on www.splashtop.com