

THIS RESELLER AGREEMENT ("AGREEMENT"), IS ENTERED INTO BETWEEN YOU ("RESELLER") AND BRIDGE COMMUNICATIONS LLC("BRIDGE COMMUNICATIONS LLC").

ACCEPTANCE:

RESELLER MUST FIRST READ THIS AGREEMENT AND AGREE TO AND ACCEPT ITS TERMS BY CLICKING THE "I AGREE" BUTTON AT THE END OF THIS AGREEMENT. IF RESELLER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, RESELLER WILL NOT BE PERMITTED TO RESELL BRIDGE COMMUNICATIONS LLC' CLIENT SOFTWARE APPLICATIONS INCLUDING BRIDGE OPERATOR CONSOLE IN ALL FORMS ("CLIENT SOFTWARE"), WHICH COMMUNICATES WITH PHONE SYSTEMS AND SYNCHRONIZES DATA BETWEEN COMPUTERS AND MOBILE DEVICES. THIS AGREEMENT IS EFFECTIVE UPON BRIDGE COMMUNICATIONS LLC' ACCEPTANCE OF RESELLERS' ENROLMENT IN BRIDGE COMMUNICATIONS LLC' RESELLER PROGRAM, EVIDENCED BY EMAIL CONFIRMATION TO RESELLER FROM BRIDGE COMMUNICATIONS LLC.

1. NONEXCLUSIVE AGREEMENT

Reseller agrees to resell the Client Software to end users in accordance with the terms of this Agreement and the End-User License Agreement at www.BRIDGE COMMUNICATIONS LLC.com ("EULA"). This Agreement is not exclusive to Reseller, and BRIDGE COMMUNICATIONS LLC reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market and distribute the Client Software anywhere in the world.

2. PRICING

Reseller shall receive 20% off MSRP price on all eligible Bridge Operator Console related products, while part of the Bridge Operator Console reseller program.

Renewal Quote Notification Process (Reseller):

1. 60 Days prior to Renewal Date a Renewal Quote is generated and sent to Reseller
2. 60 Days prior to Renewal a Renewal Reminder is sent to the Customer Contact (Reseller is cc'd)
3. 15 Days prior to Renewal Date a reminder is sent to the customer with a link to the Bridge Communications Online Payment Portal

NFR Keys

Resellers shall have access to an NFR key for internal use. That key is valid while part of the Bridge Operator Console Reseller Program AND Reseller has generated a minimum of two (2) customer quotes every 12 months.

3. CLIENT SOFTWARE

BRIDGE COMMUNICATIONS LLC has the right to modify, alter, and update the Client Software at any time at its discretion. Reseller agrees not to remove from the Client Software any copyright notice included therein. Neither party shall obtain any ownership or other interest in the intellectual property of the other by reason of this Agreement.

4. CONFIDENTIALITY

In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party ("Confidential Information"). All Confidential Information supplied by one party to another pursuant to this Agreement shall remain the exclusive property of the disclosing party. The receiving party shall use such Confidential Information only for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or received by the receiving party from a third party, which was not subject to similar confidentiality obligations to the disclosing party; or (iii) is independently developed by the receiving party, without breaching the confidentiality obligations of this Agreement.

5. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall create or imply any agency relationship between the parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties. Neither party shall have authority to act for or on behalf of the other, except as expressly provided for in this Agreement. Each party acknowledges and agrees that it is not authorized to bind the other party to any contract or agreement of any nature whatsoever.

6. BRIDGE COMMUNICATIONS LLC BRIDGE OPERATOR CONSOLE

a. BRIDGE COMMUNICATIONS LLC hereby grants to Reseller a limited, nonexclusive right to use BRIDGE COMMUNICATIONS LLC' regular trade names, trademarks, titles and logos (the "BRIDGE OPERATOR CONSOLE") in the advertising, promotion and sale of the Client Software. Reseller shall not make or permit alteration or removal of tags, labels, or identifying marks placed by Reseller on or within any of the Client Software or website. Reseller will not use BRIDGE COMMUNICATIONS LLC' trade names or abbreviations (with the exception of a logo or mark or graphic design provided by Reseller which indicates Reseller is an authorized reseller of BRIDGE COMMUNICATIONS LLC) in Reseller's corporate title, or name or in any

way that might result in confusion as to separate and distinct identities of Reseller and BRIDGE COMMUNICATIONS LLC. Upon the expiration or earlier termination of this Agreement, the license granted to Reseller in the BRIDGE OPERATOR CONSOLE shall immediately terminate and Reseller shall immediately cease and desist all use of the BRIDGE OPERATOR CONSOLE.

b. Reseller recognizes and acknowledges BRIDGE COMMUNICATIONS LLC' ownership and title to the BRIDGE OPERATOR CONSOLE and the goodwill related thereto and agrees that any goodwill which accrues because of Reseller's use of such marks shall become the property of BRIDGE COMMUNICATIONS LLC. Reseller further agrees not to contest or take any action in opposition to any trademark, service mark, trade name or logo of BRIDGE COMMUNICATIONS LLC or to use, employ or attempt to register any mark or trade name which is similar to any mark or name of BRIDGE COMMUNICATIONS LLC.

7. TERM AND TERMINATION

a. This Agreement shall continue until a party shall give notice to the other party of its desire to terminate this Agreement upon at least ninety (90) days prior written notice.

b. In the event of any other breach or default of any material obligation owed by Reseller in this Agreement, then BRIDGE COMMUNICATIONS LLC may provide notice to Reseller and if such breach of default is not cured within 5 Business Days following such notice, the Agreement may be terminated by BRIDGE COMMUNICATIONS LLC.

8. LIMITATION OF LIABILITY

a. IN NO EVENT SHALL BRIDGE COMMUNICATIONS LLC HAVE ANY LIABILITY TO RESELLER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR EXPENSES FOR ANY: LOSS OF USE; LOST PROFITS; LOST BUSINESS; LOST OPPORTUNITY, LOST DATA; COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; AND, BUSINESS INTERRUPTION) WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EXPENSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

b. OUR MAXIMUM AGGREGATE LIABILITY TO RESELLER SHALL NOT EXCEED THE GREATER OF AN AMOUNT EQUAL TO (A) \$100, AND (B) THE COMMISSION EARNED BY RESELLER IN THE CALENDAR QUARTER IMMEDIATELY PRECEDING THE ACT OR OMISSION THAT HAS BEEN ALLEGED WILL GIVE RISE TO LIABILITY HEREUNDER. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

c. THE LIMITATIONS OF LIABILITY IN a. AND b. ABOVE SHALL BE DEEMED TO APPLY TO, AND EXIST FOR THE BENEFIT OF, OUR PARTNERS, SUPPLIERS, CONTRACTORS, AGENTS, VENDORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS, LICENSORS AND DISTRIBUTORS.

9. INDEMNITY

RESELLER HEREBY AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS BRIDGE COMMUNICATIONS LLC, ITS PARENTS, SUBSIDIARIES AND AFFILIATES (TOGETHER THE "BRIDGE COMMUNICATIONS LLC ENTITIES"), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS, LICENSORS AND DISTRIBUTORS AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, SUITS, LIABILITIES, DAMAGES, SETTLEMENTS, PENALTIES, FINES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE LAWYER'S FEES AND OTHER LITIGATION EXPENSES) INCURRED BY THE BRIDGE COMMUNICATIONS LLC ENTITIES, ARISING OUT OF OR RELATING TO (A) RESELLER'S VIOLATION OR BREACH OF ANY TERM, CONDITION, REPRESENTATION OR WARRANTY OF THIS AGREEMENT; (B) RESELLER'S USE OF THE "CLIENT SOFTWARE"; OR (C) RESELLER'S VIOLATION, ALLEGED VIOLATION, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT (INCLUDING, WITHOUT LIMITATION, TRADEMARK, COPYRIGHT, PATENT, TRADE SECRETS) OR NON-PROPRIETARY RIGHT OF A THIRD PARTY (INCLUDING, WITHOUT LIMITATION, DEFAMATION, LIBEL, VIOLATION OF PRIVACY OR PUBLICITY). RESELLER HEREBY ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY SHALL BE DEEMED TO APPLY TO, AND EXIST FOR THE BENEFIT OF, ANY SUPPLIER AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS, LICENSORS AND DISTRIBUTORS.

10. NOTICE

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery, email or by facsimile;

If to BRIDGE COMMUNICATIONS LLC:

BRIDGE COMMUNICATIONS LLC
1830 52nd ST S, Fargo, ND 58103

11. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of North Dakota.

13. MISCELLANEOUS

Assignment. This Agreement may not be assigned by Reseller without BRIDGE COMMUNICATIONS LLC' prior written consent.

Modification. This Agreement may not be modified except by a written instrument signed by Reseller and BRIDGE COMMUNICATIONS LLC.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreement including any prior reseller or referral agreement or understanding with respect to the subject matter thereof. The terms and conditions of any past, present or future purchase order submitted by Partner which alter, modify or conflict with the terms and conditions of this Agreement are void.

14. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IF RESELLER AGREES TO THE TERMS OF THIS AGREEMENT, CLICK "I AGREE." BY CLICKING "I AGREE," YOU REPRESENT AND WARRANT THAT: (A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON RESELLER'S BEHALF AND TO BIND RESELLER TO THE TERMS OF THIS AGREEMENT; (B) RESELLER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (C) THIS AGREEMENT AND THE PERFORMANCE OF RESELLER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH RESELLER IS A PARTY.