

Schedule Document

Reseller

Node4 Limited

10/07/2007

SCHEDULE

Additional Terms - Reseller agreement

This is a reseller agreement made by and between Node4 Ltd of Millennium Way, Pride Park, Derby, DE24 8HZ; hereinafter referred to as "Node4", and [company name], [company address], represented by [name of the person], [title], hereinafter referred to as "the Reseller."

This schedule provides additional terms and is in addition to Node4's standard terms and conditions. It forms part of the Master Agreement which describes the Products and/or Services to be provided and the relevant service levels.

1. Appointment of Reseller

a) Node4 hereby grants to the Reseller non-exclusive rights to enter into designated agreements for selling the Node4 Products & Services with customers. The Reseller is also hereby granted the non-exclusive right to provide services, seminars and training using the Products & Services to customers.

b) Sole ownership and other intellectual property rights in the Products & Services shall remain in Node4.

2. Duties of Reseller

a) The Reseller shall use its best efforts to market and sell the Node4 Products & Services.

b) The Reseller shall perform the following services:

i. Evaluation and Consultation. The Reseller will identify potential Sales opportunities.

ii. The Reseller shall serve as Node4's non-exclusive Agent for the sales of Node 4's Products & Services. As Node4's Agent, the Reseller shall contact and solicit potential customers or purchasers and present and communicate potential sales information between Node4 and the Customer.

iii. Negotiation of Agreements. The Reseller shall work in association with Node 4 in the negotiation of sales.

3. Prices, Orders and Payments

a) The Reseller shall submit referrals or orders for Products & Services to Node4.

b) The Reseller agrees that all income paid as a result of any referral generated for the Products & Services (the "Products & Services Revenue") shall be paid directly to Node4 and that Node 4 shall issue Revenue Share payments to the Reseller within thirty (30) days of Node4's receipt of any Products & Services Revenue.

c) Where the reseller bills the customer directly, the reseller shall pay Node4 prices outlined in the quotation or the wholesale pricelist; where Node4 bills the customer, Node4 shall pay the reseller a pre-agreed % of the revenue or profit

d) all sales are made subject to Node4's terms & conditions and any relevant Service Description and Service Level Agreement.

4. Confidentiality

a) Node4 and The Reseller acknowledge that each may be furnished or may otherwise receive or have access to information that relates to each other's business and the affairs of the respective customers (the "Information").

b) The parties agree to preserve and protect the confidentiality of the Information and all physical forms.

c) Information relating to the terms, provisions and substance of this Agreement shall remain within the strictest confidence of both parties, and neither party shall disclose such information to third parties without the prior written consent of the other.

5. Expiration and Termination

a) The term of this Agreement shall commence as of the day and year set forth below and shall continue in force for one (1) year. This Agreement shall be automatically renewed annually thereafter unless either party delivers to the other written notice of the termination not less than thirty (30) days.

b) This contract will automatically cancel if The Reseller fails to establish at least one new customer within a twelve (12) month period. The Reseller will then receive further payments as outlined in the payment section of this agreement.

c) Node4 may terminate this Agreement immediately if The Reseller enters into liquidation, whether compulsory or voluntary or has a receiver appointed for all or part of its assets or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.

d) Node4 may terminate this Agreement upon ten (10) days' written notice for any material breach of this Agreement by Node4 unless such breach is redressed within that ten-day period.

e) Termination or expiration of this Agreement shall not relieve either party of its obligations relating to confidentiality.

f) The rights and remedies provided to the parties in this Section 5 shall not be exclusive and are in addition to any of the other rights provided by this Agreement or by law.

g) The Reseller shall not have any right to any indemnity or payment of compensation or damages in the event of termination of this Agreement.

6. Governing Laws

This Agreement shall constitute a contract entered into, and governed in accordance with, the laws of Great Britain and Northern Ireland.

7. Force Majeure

Neither Node4 nor The Reseller shall be liable for damages for any delay or failure of Products & Services arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, acts of civil or military authority, fires, riots, wars or embargoes.

8. Relationship of Parties

a) The Reseller is an Agent of Node4 and neither party is an employee, contractor, or joint venture of the other.

b) The Reseller shall have no authority, express or implied, to assume or create any obligation or liability on behalf of Node4 and shall have no authority to represent Node 4 in any other capacity except as expressly herein provided.

9. Agreement

The signatures below represent acceptance of the terms and conditions as stated in the Agreement above. Upon receiving your signed and dated agreement, Node4 shall sign date and mail back your copy to store in a safe place.

On behalf of Node4:

Signature

Print Name

Date

On behalf of [The Reseller]:

Signature

Print Name

Date