

Riva International, Inc. Authorised Reseller Agreement

This Agreement is made and entered into this ___ day of _____, 20__ (“**Effective Date**”) by and between Riva International, Inc. (“**Riva Inc.**” or “**Company**”), a legal corporation with offices at: #103, 10301-109 Street, Edmonton, Alberta, Canada T5J 1N4

and:

Company Name: _____
Address: _____

City: _____
Province or State: _____
Country: _____
Telephone or Fax: _____
E-mail: _____
Website: _____

(“**Partner**”), also referred to as the (“**parties**”). The parties hereto agree as follows:

I. DEFINITIONS

Clients	Prospective or current customers of Partner that are referred to Company
Lead	Prospective sales opportunities that Partner will refer to Company
Net New Customer	A Client who has purchased a Riva Product for the first time. Unless otherwise approved by Company, a subsidiary, division or otherwise related organization of an existing Riva Customer is not considered a Net New Customer
Products	Company owned solutions including, but not limited to, Riva On-Premise, Riva Cloud, Riva for Marketo and Riva Insight
Portal	Company’s managed access hub for all Partner related activity, Lead registration and program communication
Term	Duration of this agreement.

II. ASSOCIATION

Partner shall act as an Authorised Reseller with non-exclusive distribution for Products as defined in Exhibit A and approved by Riva Inc.

III. DUTIES

1. Generation of Leads: Partner agrees to actively, professionally and diligently promote Products to their current and prospective Clients in the area which Partner conducts business. Solely at their expense, Partner agrees to promote Company's brand names, trademarks and Products in their ecosystem during the Term.

2. Client Lead Registration: Partner agrees to notify Company of any Client interest identified for any of Company's products. Notification will be communicated to Company by Partner registering the Lead on the Portal. Company will be responsible for accepting or rejecting the Lead registration via email notification. In the event that the Lead has already been referred to Company, Company will notify Partner of the conflict/rejection. Lead registration will be done as the sole means to register the Lead as a referral from Partner. Lead acceptance or rejection is at the sole discretion of Company.

3. Selling Efforts and Partner Collaboration: Partner is responsible for managing the sales process with its customers. Company's sales organisation will diligently contact and engage with the Partner to assess technical and functional fitness for Products, assist in providing demonstrations and other means of gaining Client agreement, assist in preparing cost proposals and ultimately process the Partner's order for the Client. Partner is strongly encouraged to attend all meetings or calls with its Client's. Partner will provide Company with regular status updates on the progress of Client's evaluation or purchase.

4. Product Orders and Reseller Margin: Partner is responsible for billing its Clients for Riva Products. Upon receipt of a Partner Order, Company will bill Partner less their Margin. Partner's Margin is based on the then current schedule as outlined on the Partner Portal. For convenience, this schedule is included in Exhibit B. Current Margin schedules and program updates can be found on the Partner Portal

IV. ASSISTANCE BY RIVA INC.

Riva Inc. agrees to furnish Partner with reasonable access to Riva manuals, web-based training, advertising literature and other sales aids that may be made available by Riva Inc. Riva Inc. further agrees to provide Partner with reasonable support and technical assistance upon terms and conditions to be agreed upon from time to time.

V. INTELLECTUAL PROPERTY RIGHTS

Partner shall not use Riva Inc.'s trade names and/or trademarks without the prior express written consent of Riva Inc. Under no circumstances shall Partner, at any time, use Riva Inc.'s trade names, trademarks or other proprietary information as part of Partner corporate or trade name. Upon termination of this Agreement, howsoever that termination is reached; Partner shall, within 10 days of notice from Riva Inc., remove all references to Riva Inc. and Products from its letterheads, web sites, advertising literature and places of business, and shall not thereafter use any similar or deceptive name or trademark intending to give the impression that there is any relationship between the parties.

VI. CLIENT SERVICING

Given the digital nature of Products, Riva Inc. shall provide Partner with a unique licence file, based on the Client's production implementation, to unlock Products upon receipt of payment for orders it receives.

VII. ORDERS/ACCEPTANCE/PRICE AND TERMS

1. Under the terms of this program, Partners or Clients will order Products directly from Company. All orders are subject to approval and final acceptance by Company. As of the timing of this agreement, pricing is as set forth in Exhibit D. Company reserves the right to update, modify or change its prices without prior notice. Current pricing can be found on Company's website (www.rivacrmintegration.com). For non-standard Products which are sold to Partners, the price shall be as quoted to Partner at time of inquiry. Quotes are valid for thirty (30) days from the time of issuance.

2. Payment to Riva Inc. by Partners or Clients shall be in Euros for European transactions or in United States dollars for all other regions. Payment shall be made by direct bank deposit or wire transfer prior to the delivery of Product licences. Charges related to electronic payment of direct bank deposits are the responsibility of Client or Partner.

VIII. WARRANTY AND FORCE MAJEURE

1. Riva Inc. warrants that all Products delivered hereunder shall be of Riva Inc.'s standard quality. **MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED: THERE ARE NO IMPLIED WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTY TERMS AND CONDITIONS ARE DESCRIBED IN THE PRODUCT END USER LICNESE AGREEMENT, TO BE AGREED TO BY THE CLIENT PRIOR TO ACTIVATION OF PRODUCT'S.**

2. Riva Inc. shall not be liable for damages resulting from delays in delivery or inability to deliver due to communication delays or those resulting from acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown or equipment failure, voluntary or involuntary compliances with any law, order, rule or regulation of governmental agency or authority; or inability to obtain material (including power and fuel), equipment or transportation, or arising from any other contingency, circumstances or event beyond the control of Riva Inc..

IX. LIMITATION OF LIABILITY

No claims of any kind, whether as to materials delivered or for non-delivery of materials from Riva Inc., and whether arising in tort or contract, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed; and the failure to give notice of the claim to Riva Inc. where the order was placed within sixty (60) calendar days from the date fixed for delivery shall constitute a waiver by Partner of all claims in respect of such Products. In no event shall Riva Inc. be liable for special, indirect or consequential damages. Any claim with respect to defective Products or

breach of warranty must be promptly made and shall apply to Products properly installed, configured and maintained.

In no event shall either of the parties be liable to the other for special, indirect or consequential damages. Any claim with respect to defective Products or breach of warranty must be promptly made and shall apply to Products properly used, stored, applied and maintained.

X. RELATIONSHIP BETWEEN RIVA INC. AND PARTNER

Parties agree that Partner is an independent contractor. Partner is not an agent, employee or legal representative of Riva Inc. Partner does not have any authority to assume or create any obligation or responsibility on behalf of Riva Inc. or bind Riva Inc. in any manner whatsoever. The relationship between Riva Inc. and Partner is one of vendor and purchaser or supplier and reseller. Partner agrees to defend, indemnify and hold Riva Inc. harmless from and against any and all claims of third parties that would not have arisen but for an act or omission by Distribution that is contrary to the above-acknowledged relationship or any other term hereof.

XI. TERM/CANCELLATION

1. This Agreement shall become effective as of the date hereof upon execution by an officer or other authorized representative of Riva Inc. and by an authorized representative of Partner and shall remain in effect for one (1) year thereafter unless previously terminated by either party for any other reason upon not less than thirty (30) calendar days' prior written notice to the other party. The term of this agreement shall be automatically renewed for successive one (1) year periods upon the completion of the then current term.
2. Without limitation, the following events shall constitute grounds for termination by Riva Inc.:
 - a. if Partner shall file or have filed against it a petition in bankruptcy or insolvency or if Partner shall make an assignment for benefit of its creditors or if Partner's viability as a going concern should, in Riva Inc.'s judgment, become impaired;
 - b. if Partner fails to provide and maintain a proper and sufficient sales force;
 - c. if Partner degrades and places in bad repute the name and reputation of Riva Inc. expressly or by virtue of its methods of handling and/or promoting the Products;
 - d. if Partner is in breach in any part of the terms of this agreement;
 - e. if Partner fails to meet any other of its obligations hereunder; or
 - f. if Company fails to meet minimum purchase goals, as defined in Exhibit C.
3. Riva Inc. shall have no liability to Partner by any reason of any termination or cancellation of this Agreement by Riva Inc., including without limitation, liability for direct or indirect damages on account of loss of income arising from

anticipated sales, compensation, or for expenditures, investments, leases or other commitments or for loss of goodwill or business opportunity or otherwise.

XII. IMPORT DUTIES, SALES AND RELATED TAXES AND CHARGES

All quotes and invoices from Riva Inc. are for the pre-tax value of a sale. Riva Inc. is a Canadian company and is registered and required to charge and submit Canadian GST (Goods and Services Tax) and HST (Harmonized Sales Tax) as appropriate for invoices sent to Canadian addresses. Company's GST/HST registration number is 833078793RT0001. Riva Inc. is not registered to charge or submit federal, state, provincial, county or local taxes or remittances, including import duties, excise tax, sales tax, value added tax or other related charges ("**Taxes**") for countries or states in any other region including Europe, Asia, the United States, South America or other regions. **THE VALUE OF INVOICES RECEIVED BY CLIENTS IS FOR THE PRE-TAX VALUE OF PRODUCTS. IF TAXES OR OTHER CHARGES ARE APPLICABLE TO INVOICES RECEIVED BY PARTNER OR CLIENTS, AND PARTNER OR CLIENTS IS RESPONSIBLE FOR PAYING SAID TAXES FOR ITS JURISDICTION, CLIENTS ARE RESPONSIBLE TO SELF-ASSESS TAX LIABILITIES AND SUBMIT ALL RELATED TAXES DIRECTLY TO THE APPROPRIATE AUTHORITIES.** For the USA, a W-8 BENE form is available if required for US Federal Government tax information.

XIII. NONDISCLOSURE

In connection with conducting business or in furtherance of an existing business relationship, the parties desire that any Confidential Information disclosed between them be treated as confidential in accordance with the terms and conditions of this Agreement.

"Confidential Information" shall mean (a) the existence or content of the business opportunity or relationship between the parties; and/or (b) the confidential, proprietary and/or trade secret information of either party, including without limitation technical data and/or know-how, which is identified as confidential in accordance with Section 3, regardless of its subject matter; and/or (c) any other information the disclosing partner may furnish to receiving party.

1. Obligations and Duty of Care. The receiving party agrees not to disclose the disclosing party's Confidential Information for three (3) years from the date hereof disclosure, except for source code, which shall be protected in perpetuity (the "Nondisclosure Period"). During the Nondisclosure Period, the receiving party may use the Confidential Information of the disclosing party only in furtherance and within the context of the business opportunity or relationship between the parties and for no other purpose whatsoever. The receiving party agrees to use the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure of the disclosing party's Confidential Information as the receiving party uses to protect the confidentiality of its own information of a similar nature. The receiving party may not disclose or make copies of Confidential Information except to or for those persons who have a demonstrable need to know, and who, before receipt, have signed an agreement which gives effect to and

protects the disclosing party's rights hereunder. Any authorized copies made by the receiving party shall be identified as belonging to the disclosing party and marked "Confidential," "Proprietary," or similarly. Neither party has any obligation to disclose Confidential Information to the other, and all Confidential Information so disclosed and all copies thereof are and shall remain the property of the disclosing party. The receiving party shall promptly notify the disclosing party in writing of any misuse or misappropriation of the Confidential Information of the disclosing party of which the receiving party becomes aware.

In the event either party receives a subpoena or otherwise is compelled to disclose Confidential Information in accordance with this agreement, the receiving party shall, to the extent permitted by law, promptly notify the disclosing party and provide it with an opportunity to respond to such demand. Unless the demand shall have been timely limited, quashed or extended, the receiving party shall thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the disclosing party, the receiving party shall reasonably cooperate (at the expense of the disclosing party) in the defense of a demand.

2. Exceptions to Duty of Care. The obligations imposed herein do not apply to information which the receiving party can prove: (i) is already lawfully in the possession of or known by the receiving party without any limitation on use or disclosure prior to receipt of such information from the disclosing party; (ii) is or becomes publicly known through no violation of this Agreement; (iii) is lawfully received by the receiving party from any third party without restriction on disclosure or use; (iv) is independently developed without violating this Agreement by the receiving party's employees who have not relied upon any of the disclosing party's Confidential Information; (v) is required to be disclosed by legal process or governmental order following notice sufficient to allow the disclosing party to contest such order; or (vi) is expressly approved in writing, by the disclosing party's authorized representative, for release or other use by the receiving party.
3. Markings/Legends. The receiving party's obligations extend only to the disclosing party's Confidential Information which is either (i) in written, printed, electronic or other tangible form, and clearly and conspicuously marked by the disclosing party with the word "Confidential" or otherwise indicating its confidential nature, (ii) disclosed orally or visually and identified as Confidential Information at the time of disclosure; or (iii) the receiving party knows or should reasonably know it is confidential to the disclosing party.
4. Remedies. The prevailing party (as determined by a court of competent jurisdiction) in any legal action or arbitration arising out of or related to this Agreement shall be entitled to reimbursement of its reasonable out-of-pocket costs incurred in such proceeding, including reasonable attorneys' fees and court costs. Injunctive relief shall be available to remedy any breach or potential breach hereof.

5. Termination, Survival and Duty to Return. Either party may terminate this Agreement upon ten (10) calendar days' written notice to the other at any time with or without cause; provided, however, that during the Nondisclosure Period applicable to each item of Confidential Information disclosed, all provisions of this Agreement and all obligations of confidentiality shall survive and continue to bind all persons in receipt of or having access to Confidential Information. Upon termination of this Agreement, receiving party shall promptly return all Confidential Information and all copies thereof, unless otherwise instructed by disclosing party; provided that, Recipient may retain a copy of the Confidential Information to the extent required to do so pursuant to record retention requirements that are regulatory requirements.

6. General Provisions. (i) This Agreement shall not create a joint venture, partnership, agency or other form of association, or an express or implied license grant by either party to the other under any patent, trademark, copyright, trade secret or other intellectual property right, except to the extent set forth in Section 1 above. (ii) INFORMATION EXCHANGED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS WITH NO EXPRESS OR IMPLIED WARRANTIES, except that the disclosing party warrants that it has the right to disclose such information and both parties warrant that the person signing this Agreement has the authority to do so. Neither party assumes any responsibility whatsoever with respect to the accuracy or sufficiency of such information. (iii) This Agreement shall not be assignable or transferable, in whole or in part, by either party without the prior written consent of the other party, except for assignment occurring as a result of merger, acquisition or other corporate reorganization, and it shall bind and inure to the benefit of the parties' respective successors or permitted assignees. (iv) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta excluding any conflicts of law, rule or principle which might refer such construction to the laws of another jurisdiction. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta and the Supreme Court of Canada. (v) Each party shall comply with all export laws and restrictions. (vi) Neither party has any obligation by virtue of this Agreement to proceed with any contemplated transaction between the parties. (vii) This Agreement contains the entire agreement of the parties relating to the subject matter hereof. (viii) All modifications to this Agreement must be in writing and signed by both parties. (ix) The invalidity of any provision hereof shall not affect any remaining provisions. (x) The failure of either party to enforce any right resulting from a breach by the other party of any provision of this Agreement shall not be deemed a waiver of any right relating to a subsequent breach of such provision (or any other provision) or of any other right hereunder.

XIV. CERTAIN PRACTICES

Partner acknowledges that certain laws of Canada applicable to Riva Inc., but which may not be applicable to Partner, could impose fines or penalties on Riva Inc. in the event Riva Inc. makes payments to foreign government officials for the purpose of influencing

those officials in making a business decision favorable to Riva Inc. In addition, Riva Inc. and Partner may be subject to similar laws or requirements of the country of destination of the Products. Partner agrees upon reasonable request by Riva Inc. to give Riva Inc. reasonable written assurance that the Partner has done nothing to cause liability to Riva Inc. under the above-mentioned laws.

XV. NOTICES

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been served or delivered:

1. within five days when sent by email to the Agreement signing authority;
2. when personally served or delivered to one party by the serving or delivering party;
3. when sent by facsimile with proof of sending completion;
4. when deposited in the mail, postage prepaid by the serving or delivering party addressed to the other party as follows:

Riva Inc.:
Riva International, Inc.
#103, 10301-109 Street
Edmonton, Alberta
Canada, T5J 1N4

Partner:

XVI. VARIOUS

This Agreement constitutes the entire and only agreement between Riva Inc. and Partner with respect to its subject matter and there are no understandings or representations of any kind, express, implied, oral, written, statutory or otherwise, not expressly set forth herein. No alteration or modification of this Agreement shall be binding unless in writing and signed by the party to be bound thereby.

1. This Agreement is not assignable in whole or in part by either party without proper notification of the other.
2. This Agreement shall be interpreted and enforced in accordance with the laws of Canada and the official language of this Agreement for all purposes shall be English. Any legal action relating to this Agreement shall be pursued in the City of Edmonton, Alberta, Canada under the jurisdiction of the Court of Queen’s Bench.

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3. The parties agree that any controversy, claim, or dispute shall be settled by final binding arbitration in accordance with the rules of the Canadian Arbitration Association. Each of the parties agrees to bear its own costs, attorney's fees, and expenses associated with any dispute or arbitration, and an equal share of the neutral arbitrator's expenses and administrative fees.

Riva International, Inc. Authorised Reseller Agreement

(PARTNER)

By:
Title:
Email Address:

Riva International, Inc. (RIVA INC.)

By: Jameson Van Dijk
Title: Director of Operations and Finance
Email Address: jvandijk@rivacrmintegration.com

Exhibits

Exhibit A Product Line and Territory

Riva On-Premise, Riva Cloud, Riva Insight and related solutions (“**Products**”) are covered under this agreement. There is no geographic territory assigned to this agreement. This is a non-exclusive agreement. Additional information on Riva’s Open Referral Program is available at the following link. This information will be updated from time to time at Riva Inc.’s sole discretion:

<http://partners.rivacrmintegration.com>

Exhibit B Pricing Discounts

As a Riva Authorised Reseller, Partner shall receive a reseller margin ranging from 20% to 30% on all net-new license sales and license renewals (less applicable discounts), this excludes all professional services and after-hours priority support.

Partner can offer its customers and will receive standard Company volume pricing for Riva. Volume pricing is provided on a per-Client basis and subject to change from time to time at Riva Inc.'s sole discretion.

Margin is calculated on the net license value after all applicable discounts have been deducted.

Exhibit C Sales Quota

The Riva Authorised Reseller program includes three tiers. Riva Authorised Partner's must achieve a minimum net license revenue of \$10,000 USD or five(5) Net New Customers per twelve (12) month period beginning October 1 and ending September 30.

Bronze – annual net license revenue of \$10,000 USD through \$49,999 USD or a minimum of five(5) Net New Customers

Silver – annual net license revenue of \$50,000 USD through \$99,999 USD or a minimum of ten (10) Net New Customers

Gold – annual net license revenue of \$100,000+ USD or a minimum of twenty (20) Net New Customers

New partners will be placed in the Bronze tier upon execution of this Agreement. Based on Partner's net license sales or Net New Customer additions, Partner may advance through Silver and Gold tiers as applicable.

Upon completion of Riva Inc.'s fiscal year, Partners will be evaluated based on net license sales and Net New Customer adds in the previous twelve (12) months and placed in the appropriate tier. Partners may be advanced to the next available tier throughout the year upon achievement of the next level.

Exhibit D Retail Price

The SRP for Products is listed on Company's web site (www.rivacrmintegration.com) and may change from time to time at Riva Inc.'s sole discretion. Pricing is based on geographic licence consumption and jurisdiction of where the purchase agreement originated. European Clients are charged in Euros at the same digital value as the price for non-European Clients. There is no currency conversion from U.S. dollars to Euros for European-based Clients. For additional clarity, at time of writing, the current SRP for Riva On-Premise is \$195 US for non-European Clients and 195 € for European Clients. At time of writing, the current SRP for Riva Cloud Premium for non-European Clients was \$24.95 per user, per month and 24.95 € per user, per month for European Clients.

Current SRP is available on the following geolocation-based web pages:

<http://www.rivacrmintegration.com/cloud/pricing/>

<http://www.rivacrmintegration.com/on-premise/pricing/>

Exhibit E Client Registration

Riva Inc. agrees that for the three-month period following Partner having registered a Client with which Partner is working as the primary integration partner or consultant, should the client purchase Riva directly from Riva Inc., Partner shall receive its margin within 30 days of receipt of direct payment by Client unless advised that Partner is no longer actively engaged or working with Client. To register Clients and Leads, Partner must complete the lead registration process via the Riva Partner Portal. Riva Inc. further agrees that it will not offer to a different Partner any other pricing for the potential deal that is less than what is defined under this Agreement.

Exhibit F Payment, Partner Fee and Licences

Invoicing will be made by Partner directly to Client, less Partner's tiered reseller margin value, unless otherwise agreed upon. Payment for all invoices will be as per the terms listed. Payment information is included on all Riva Inc. invoices.

Included in all tiers of the Riva Authorised Reseller program are ten (10) Not-for Resale (NFR) licenses of Riva Cloud or Riva On-Premise for user in Partner's production environment. Up to ten (10) additional NFR licenses may be granted for use in Partner's demo, sandbox, development or non-production environment. Additional NFR licenses may be purchased for up to 20 users at a 50% discount. Partner NFR licenses are for internal use only and may not be deployed against Client environments or synchronisation policies.

Exhibit G Annual Business Plan and Strategy

On an annual basis, Partner will present to Riva Inc. a business plan and sales strategy the for upcoming twelve (12) months. Components of this business plan shall include, but are not limited to:

- Review of the sales performance in the preceding twelve (12) month period;
- sales strategies for the upcoming Agreement term;
- review of current customers, industry verticals, and opportunities for increased use of Products;
- forecasted growth, by vertical;

Exhibit G Foreign Corrupt Business Practices and Indemnification

BUSINESS PRACTICES

A. In the performance of their obligations under this Agreement, Partner shall comply with all laws, regulations, orders and policies having the force of law of Canada and of the United States of America, and where applicable, all laws, regulations, orders and policies having the force of law of any other jurisdiction.

B. In furtherance of Partner's obligations hereunder, Partner represents, warrants and agrees that, in connection with the performance of its duties hereunder, it shall not make any payments, in money or any other item of value or make any offers or promises to pay any money or any other item of value to (a) any government official, (b) any foreign political party, (c) any candidate for foreign political officer or (d) any other person or entity, with the knowledge that such payment, offer or promise to pay will be made to any government official for the purpose of influencing such government official to make one or more business decisions favorable to Riva Inc., Partner, or both.

C. Partner further represents that no government official is a principal, owner, officer, employee or agent of any entity in which Agent has an interest, and no government official has any material financial interest in the business of Partner.

D. In the event of any breach by Partner of any of its representations, warranties or covenants contained in this Article, Riva Inc. may, in its sole discretion in addition to any

other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Partner shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned but which have not been paid as of the date of such termination.

INDEMNIFICATION

Notwithstanding the provisions set forth in Article VIII above, Partner shall indemnify and hold harmless Riva Inc. against and from any claim, loss, damage or expense (including attorneys' fees and disbursements) (a) arising from any breach by Partner of any representation, warranty, covenant or other obligation of Partner under this Agreement, (b) resulting from any unlawful act committed by Partner or any agent of Partner thereof, or (c) which Riva Inc. may sustain by reason of any act, omission or misrepresentation of Partner or any agent thereof.