



iPLAYERHD, INC. RESELLER AGREEMENT

By submitting your information to participate as a reseller, you signify your assent to this Application Service Reseller Agreement (“Agreement”), effective immediately, (“Effective Date”), by and between **iPlayerHD, Inc.** (“Developer”), a Delaware Corporation with its principal place of business located at 33 Oaklands Road, Newfields, NH 03856 and yourself, (“Reseller”).

WHEREAS Developer operates a business involved in the hosting and streaming of web video (“Application Service”) hosted on Developer’s servers;

WHEREAS Reseller wishes to distribute the products described hereinafter for Reseller’s Subscribers, for good and valuable consideration;

WHEREAS the Parties are duly authorized and have the capacity to enter into and execute this Agreement;

NOW, THEREFORE, the parties to this Agreement, in consideration of the covenants herein expressed, including but not limited to the foregoing recitals (which are hereby incorporated as representations, warranties and covenants of the respective parties) and other good and valuable consideration, the receipt, sufficiency and adequacy of which is expressly avowed, declared and acknowledged, hereby agree as follows:

Restrictions of Reseller

Resellers may not make commitments on Developer’s behalf beyond the standard services advertised to the public at <http://www.iplayerhd.com>. Reseller may not alter or misrepresent the website, product, process or any application of Developer. In the event Developer agrees to modify or alter any of the aforementioned to accommodate a particular opportunity, any resulting modification or alteration will be the sole property of Developer regardless of the source of the opportunity or which party funds the modification or alteration.

Web Site Address and Agreement

Developer agrees to construct a website under the address <http://www.iplayerhd.com/Resellername> using a similar web site structure as found at <http://www.iplayerhd.com>. Any subscriber creating an account through the sign up process at <http://www.iplayerhd.com/Resellername> and activating said account earns Developer a fee based on the schedule found in the Terms and Conditions of Payment found in this Agreement.

Licensing Fee

No Licensing Fee shall be received from the Reseller to the Developer.

Retail Pricing

Developer does not grant Reseller the authority to set the retail prices for the Application Services. Developer shall decide and set the retail prices. This agreement does not authorize the Reseller to market or sell Developer’s product and services under a private label.



Terms and Conditions of Payment

Developer shall pay Reseller for each activated account based on the schedule below. Reseller's fee for accounts activated on a monthly basis will be paid in three monthly installments of \$30. Reseller's fee for accounts activated on an annual basis will be paid in one \$90 payment. All payments to Reseller will be paid after subscriber payments are received. There is no commission due to Reseller for Trial accounts that do not activate. Commissions paid are based on the level of service at the time of activation and no further commissions are due in the event a subscriber changes their subscription level after the first three months of activation.

Developer shall transfer money to Reseller's PayPal account no later than seven days after receipt of Subscriber's payment to iPlayerHD.

Subscriber Nonpayment

Developer is not obligated to pay Reseller Fees on any uncollected Subscriber payments during the three-month fee payment period. Should a subscriber successfully dispute a payment made for Developer's service for which Reseller has received a fee, Developer will debit Reseller's iPlayerHD Reseller account to recover the lost fee and balance Reseller's account. Should an annual subscriber cancel service prior to collection of the entire amount of the commission paid, the unpaid amount will be debited to the Reseller's account. No further payments will be made to Reseller until all debits have been satisfied.

Obligations of Developer

Developer warrants that it shall take all proper and reasonable precautions to provide Subscribers with uninterrupted use of the Application Services. Developer agrees to provide Subscribers with proper technical support services for customization and Reseller of the Application Services. Developer agrees to provide Subscribers with hosting services for the Application Service on a reliable and consistent basis. Developer agrees to provide Subscribers with latest templates and updates to Application Service.

Obligations of Reseller

Reseller agrees that it shall use its best efforts and resources to promote, market, and sell the Application Service to end-users ("Subscribers"). Reseller agrees that the co-branded site shall maintain the integrity of both Developer and Reseller.

Intellectual Property Rights

Developer warrants and declares that it is the sole owner by good and valuable title of all trade marks, trade secrets, technical specifications, programming code, and copyrights with respect to the Application Service, and that its rights in same are not disputed, in whole or in part, by any person at the time of signing this Agreement.

Developer and Reseller agree that Subscribers retain all property rights to the content that Subscribers provide the Application Service to create customized websites. Nothing contained in this Agreement shall be construed as an assignment to Reseller of any right, title, and/or interest in or to any of



Developer's property, patents, copyrights, trademarks, trade secrets, programming code, or other proprietary information.

Reseller and Developer recognize that irreparable harm will result to the other company in the event that its intellectual property is misused or harmed, and that Developer and Reseller, in addition to and without limiting any other remedy or right that it may have, shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction, without bond, enjoining or mitigating such misuse or harm.

Non-Compete

Reseller agrees that, for a period of two (2) years after the termination of this agreement for any reason whatsoever, Reseller shall not engage in or otherwise participate in any way in, research, development, manufacturing, marketing, selling or licensing activities that may reasonably be deemed by the Developer to be in competition with any activity in which the Developer is engaged. The time period provided for in this section shall be extended for a period of time equal to any period of time in which Reseller shall be in violation of any provision of this section.

Term

This Agreement shall be in effect indefinitely from the Effective Date of the Agreement set forth above, unless one or both of the parties wish to terminate. Either party may terminate upon 30 days written notice.

Termination

Developer's Immediate Right of Termination. Developer shall have the right to immediately terminate this Agreement by giving written notice to Reseller upon the occurrence of any of the following:

- Reseller markets, offers for sale, sells, distributes, or continues to market, offer for sale, sell, distribute, or use in any way the Application Service after receipt of notice of Developer disapproval or withdrawing approval; or
- Reseller engages in any form of spamming (Refer to No Spam Rules) which result in defamation of Developer and or disrupting Developer's integral system or Application Service; or
- Reseller becomes subject to any involuntary order of any governmental agency involving the conduct of its business; or
- Reseller or its controlling shareholders or any of its officers, directors, or employees take any action in connection with marketing, offering for sale, sale, or Reseller of the Application Service, which materially damages the Application Service or Developer or adversely affects the public perception of the Developer in any way; or
- Reseller breaches any of the provisions of this Agreement relating to the unauthorized assertion of rights to the Application Service or any of Developer's products, services or property.

Reseller's Immediate Right of Termination

Reseller shall have the right to immediately terminate this Agreement by giving written notice to Developer if Developer does any of the following:



- Developer Becomes subject to any involuntary order of any governmental agency involving the conduct of its business; or
- It or its controlling shareholders or any of its officers, directors, or employees take any action in connection with marketing, offering for sale, sale, or Reseller of the Application Service, which materially damages or materially reflects adversely upon Reseller; or
- Files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if Developer discontinues its business or if a receiver is appointed for Developer or for Developer's business and such receiver is not discharged within thirty (30) days.

Upon termination of this Agreement, if and when it takes effect, Developer shall revoke all codes, access, passwords, materials and documents in relation to Developer's Application Service.

Indemnification

Reseller will indemnify, save harmless, and defend Developer (IPlayerHD) and all employees, officers, directors and agents of Developer (collectively "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to the use of the Services, including any violation of the IPlayerHD Acceptable Use Policy.

Disclaimer of Warranty

Reseller acknowledges and agrees that Developer exercises no control over, and accepts no responsibility for, the content of the information passing through Developer's host computers or the Internet. Developer makes no warranties of any kind, either expressed or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose, or non-infringement for the services developer provide. Neither Developer, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warrant that the services will not be interrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use of the services or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through the services. Developer is not liable for the content of any data transferred either to or from you or stored by you or any of your customers via the service(s) provided by Developer.

Limitation of Liability

In no event shall Developer be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by Reseller or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if Developer has been advised of the possibility of such damages. In no event will Developer's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by Reseller's Subscribers for the Service which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.

"Force Majeure"

Neither Party shall be considered to be in breach of this Agreement if the fulfillment of all or part of its obligations is delayed or prevented due to "force majeure". "Force majeure" is an external



unforeseeable and irresistible event, making it absolutely impossible to fulfill an obligation.

Severability

If all or part of any section, paragraph or provision of this Agreement is held invalid or unenforceable, it shall not have any effect whatsoever on any other section, paragraph or provision of this Agreement, nor on the remainder of the said section, paragraph or provision, unless otherwise expressly provided for in this Agreement.

Notices

Any notice intended for either Party shall be deemed to be validly given if it is in writing and is sent by registered or certified mail, by bailiff or by courier service to such Party's address as set forth in this Agreement, or to any other address which the Party in question may have indicated in writing to the other Party. Any notice by either party exercising their Immediate Right of Termination may be given via email and shall be deemed to be validly given when received by recipient's Internet Service Provider. A copy of any notice sent by e-mail shall also be sent according to one of the above-mentioned delivery modes.

Headings

The headings in this Agreement have been inserted solely for ease of reference and shall not modify, in any manner whatsoever, the meaning or scope of the provisions hereof.

Entire Agreement

This Agreement constitutes the entire understanding between the Parties. Declarations, representations, promises or conditions other than those set forth in this Agreement shall not be construed in any way so as to contradict, modify or affect the provisions of this Agreement.

Governing Law

This Agreement shall be construed and enforced in accordance with the laws in force in the State of New Hampshire, United States of America.

Forum Selection

Both Parties agree that the Superior Court of Rockingham County of New Hampshire shall have sole jurisdiction to hear any and all claims arising from this Agreement.

Successors

This Agreement shall bind the Parties hereto as well as their respective successors, heirs and assigns.