

The following Agreement describes the terms and conditions under which TOTAL TECH offers you the opportunity to use our Partner Portal and participate in our Partner programs. By clicking on the "I Agree" button below or by using this Portal, **YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF THE PARTNER.**

TOTAL TECH PARTNER PROGRAM AGREEMENT ("Agreement")

1. Distribution

During the term hereof, Total Tech International, Inc., located at 3944 Murphy Canyon Road C201, San Diego, CA, 92123 ("TOTAL TECH", "Our" or "We"), grants You ("You" or "Your" or "PARTNER") t, the non-exclusive right to market and distribute TOTAL Products, in North America , directly to customers ("End-Users"). You acknowledge and agree that all persons who use the Products must be subject to the terms of the manufacturer's Agreement included with each Product. You will not modify or copy any Product(s). You also acknowledge and agree that Your use of this Portal is subject to Our then current terms of use and Our then current Privacy Policy.

2. Term of Agreement

The initial term of this Agreement shall be for a period of 12 months from the date of this Agreement ("Effective Date") and will thereafter automatically be renewed for additional periods of 12 months unless terminated pursuant to this Agreement.

3. Your General Obligations

You agree to comply with the terms of the Partner Programs to which You are qualified, in accordance with the terms and conditions set forth herein and as outlined and as may be updated by TOTAL TECH from time to time in Our sole discretion which are incorporated herein by this reference.

4. Limitation of Liability

To the fullest extent permitted by law, under no circumstances will TOTAL TECH or its licensors be liable for any direct, indirect, consequential, special, punitive or incidental damages, whether foreseeable or unforeseeable, based upon any claims arising out of or related to this Agreement or the distribution or use of Products, including, but not limited to claims for loss of data, goodwill, opportunity, revenue, profits, or use of the Products, interruption in use or availability of data, stoppage of other work or impairment of other assets or privacy. In no event will TOTAL TECH's aggregate liability arising out of or related to this Agreement or the distribution or use of Products exceed the total amount actually paid to TOTAL TECH over the one-year period prior to the event out of which the claim arose for the specific subscription for the Product that directly caused the damage.

5. Confidential Information

You and TOTAL TECH acknowledge that in their course of dealings, each party may acquire highly confidential and proprietary information about the other party, its business activities and operations and its technical information and trade secrets. Each party shall hold such information in strict confidence and shall not reveal the same except for any information generally available to or known to the public, known prior to the negotiations leading to this Agreement without obligation of confidentiality, independently developed without use of the other party's confidential information and outside the scope of this Agreement or lawfully disclosed by a third party. The confidential information of each party shall be safeguarded by the other to the same extent that it safeguards its proprietary information relating to its business.

6. Proprietary Rights

You acknowledge and agree that the Products and all other items provided hereunder and all copies thereof may constitute valuable trade secrets of TOTAL TECH, or are proprietary and confidential information of TOTAL TECH, and all intellectual property rights in and title thereto remain in TOTAL TECH. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the Products and all other items provided hereunder are and remain in TOTAL TECH or its licensors. All other aspects of the Products and all other items provided hereunder, including without limitation, programs, methods of processing, and specific design of individual programs and their interaction and unique programming techniques employed therein as well as screen formats shall remain the sole and exclusive property of TOTAL TECH and shall not be sold, revealed, disclosed or otherwise communicated, directly or indirectly, by You, to any person, company or institution whatsoever other than for the purposes set forth herein. It is expressly understood that no title to, intellectual property rights in or ownership of the Products, or any part thereof is hereby transferred to You.

7. Right to Use Trademark and Trade Name

Any and all trademarks and trade names which TOTAL TECH uses in connection with the rights granted hereunder are and remain the exclusive property of TOTAL TECH. This Agreement gives the You no right therein except a limited right to reproduce trademarks and trade names as necessary for the sole purpose of allowing You to fully promote and market TOTAL TECH Products pursuant to the terms of this Agreement. Total Tech's artwork may be requested and used by You for the duration of this Agreement. You agree to abide by the logo and usage guidelines published by TOTAL TECH.

8. Termination

This Agreement may be terminated immediately by written notice from TOTAL TECH as a result of the following conditions:

- (a) if You are declared insolvent or bankrupt; or
- (b) if You otherwise breach any material obligation of this Agreement.

This Agreement may be terminated by TOTAL TECH for any reason upon 30 days written notice to You which may be notice by email.

We will not be liable to You for any damages, expenditures, loss of profits, goodwill, or prospective profits of any kind or nature arising out of any termination of this Agreement.

The obligations under Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 16 shall survive termination of this Agreement.

9. Indemnification by You

You agree to defend, indemnify and hold TOTAL TECH harmless from and against any and all damages, liabilities, costs and expenses (including but not limited to attorneys' fees as incurred) arising out of, related to or incurred by TOTAL TECH in connection with or as a result of any claim or proceeding made or brought against TOTAL TECH with respect to any allegation that (i) PARTNER's product(s) infringes upon any patent or copyright, (ii) Your product(s) fail to perform, or (iii) there is any material breach or default by You in the performance of Your obligations under agreements with TOTAL TECH, its distributors or its End-Users.

10. Relationship of the Parties

You are an independent contractor. No agency relationship between You and TOTAL TECH is created by this Agreement. Neither party shall have any right or authority to act on behalf of the other or represent that it has such right or authority.

11. Force Majeure

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, acts of war or any causes beyond the reasonable control of the acting party.

12. Notices

Any notice required or permitted under this Agreement to Total Tech must be given in writing or facsimile as set forth below, and shall be delivered by (i) Federal Express or other over-night carrier and deemed received within one business day of sending, (ii) certified U.S. Mail and deemed received upon written verification of receipt, or (iii) facsimile and deemed received upon acknowledgement of receipt of electronic transmission. Such address and/or facsimile number may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail. Notices shall be addressed as follows:

Total Tech International, Inc.
3944 Murphy Canyon Road C201
San Diego, CA 92123
Attention: Chief Operations Officer
Fax number: 858-877-4353

13. General

Except as described above, the waiver, amendment or modification of any right, power or remedy hereunder shall not be effective unless in writing and signed by Total Tech or posted by Total Tech at <http://www.TotalTech.com/global/en/Downloads/Terms/>. The terms of this Agreement may not be amended or changed by the terms of any purchase order, or acknowledgment thereof, or any other similar document not signed by both parties. A waiver of any condition of this Agreement by any party shall not constitute a subsequent waiver of such condition or any other term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, excluding its conflict of laws rules and without application of the United Nations Convention on Contracts for the International Sales of Goods. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or breach thereof shall be only in the Federal or State court with competent jurisdiction located in the State of California, County of San Diego.

15. Compliance with Laws, Export Regulations and Consumer Censorship Restrictions

You acknowledge that the Products and all related technical information, documents and material are subject to export controls under the U.S. Export Administration Regulations and the export regulations of other countries. You agree to comply with all laws of the United States and all other applicable governmental entities including, without limitation, (i) the Foreign Corrupt Practices Act of 1977; and (ii) all export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority. You agree not to export, or allow the export or re-export of any TOTAL TECH Products, or of information regarding TOTAL TECH Products in violation of any such restrictions, laws or regulations. You also agree not to sell or use, or to allow any of Your customers or partners to sell or use, TOTAL TECH Products to filter, screen, manage or censor Internet content for consumers without (1) their permission and (2) without the prior written consent of TOTAL TECH.

16. Entire Agreement

This Agreement constitutes the entire contract and understanding between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties.