

ManageEngine Reseller Agreement

Prepared For
Prospective Resellers

Prepared By
Tranter IT Reseller Team

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ManageEngine 

Reseller Agreement

This Reseller Agreement is made on [AGREEMENT DATE../.../.....] (the "Effective Date"../.../.....) between TRANTER IT INFRASTRUCTURE SERVICES, whose principal place of business is at 3-6 Alh. Adejumo Ave. Ilupeju, Lagos, Nigeria and, whose principal place of business is at RESELLER ADDRESS.....

(The capitalized terms used in this agreement, in addition to those above, are defined in section [DEFINITIONS].)

2. Appointment of Reseller

2.1. Authorization and Appointment. TRANTER IT INFRASTRUCTURE SERVICES hereby authorizes and appoints RESELLER, and RESELLER accepts the authorization and appointment, as TRANTER IT INFRASTRUCTURE SERVICES's [non-exclusive] reseller, to market, sell, or incorporate for resale of Manage Engine products that TRANTER IT INFRASTRUCTURE SERVICES is authorized to sell within Nigeria.

2.2. Revision of Authorization. TRANTER IT INFRASTRUCTURE SERVICES will revise this agreement every six months.

3. Discount/Earnings

3.1 New Deal

The Reseller will receive a discount of 10% or 15% of license fee for all successfully registered deals, giving that the process of completing the deals does not involve the engagement of TRANTER IT. In the case of engaging TRANTER IT, the discount will reduce based on level of engagement.

- i. Resellers are grouped into Sub-levels and every reseller can migrate to each sub-levels based on their performance.
- ii. Resellers with technical Staffs for deployment shall be entitled to 15% discount while resellers without technical staff shall be entitled to 10% discount.
- iii. TARGETS and INCENTIVES will be communicated to all resellers by the CHANNEL MANAGER from time to time.

3.2. Renewals.The Reseller shall be entitled to a discount of 10% of the total license renewal fee on renewals for all successfully registered deals given that the process of completing the deal does not involve the engagement of Tranter IT.

The Sub-levels of resellers is find below:

Sub-Level	Discount Accrue(%)	Sales Volume(NGN)	Durations(year)
Platinum	20	100m above	1
Gold	17	50-99m	1
Silver	15	10-49m	1
Bronze	10	0-9m	1

4. Non-compete

To avoid any form of competition between the Resellers and/or TRANTER IT with regards to deals from clients, there has been a setup of a deal registration portal

4.1 Deal registration/ ownership

- Deal ownership goes to the first person that successfully registers a deal on the portal
- Deal registered for more than 3 months without conclusively leading to a Purchase Order (PO) will be unregistered and re-registration of the deal will take further engagement of the TRANTER IT Channels Management team.

5. Taxes

Payment amounts under this agreement do not include Taxes, and RESELLER shall pay all Taxes applicable to payments between the parties under this agreement.

6. Term

6.1 **Initial Term.** The initial term of this agreement will begin on [the Effective Date] and continue for **six months**, unless terminated earlier (the "Initial Term").

6.2 **Automatic Renewal.** Subject to paragraph [ELECTION NOT TO RENEW], at the end of each Term this agreement will automatically renew for a renewal term of **six months**, unless terminated earlier ("Renewal Term").

6.3 **Election Not to Renew.** Either party may elect not to renew this agreement, by providing notice to the other TRANTER IT Infrastructure Services least [NON-RENEWAL NOTICE PERIOD] Business Days' before the end of the Term.

6.4 **Term Definition.** "Term" means either the Initial Term or the then-current Renewal Term.

7. Representations

7.1. Mutual Representations

- (a) **Existence.** The parties are corporations incorporated and existing under the Laws of the jurisdictions of their respective incorporation.
- (b) **Authority and Capacity.** The parties have the authority and capacity to enter into this agreement.
- (c) **Execution and Delivery.** The parties have duly executed and delivered this agreement.
- (d) **Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.
- (e) **No Conflicts.** Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

- (f) **No Breach.** Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under
- Its articles, bylaws, or any unanimous shareholder's agreement,
 - Any Law to which it is subject,
 - Any judgment, Order, or decree of any Governmental Authority to which it is subject, or
 - Any agreement to which it is a party or by which it is bound.
- (g) **Permits, Consents, and Other Authorizations.** Each party holds all Permits and other authorizations necessary to
- Own, lease, and operate its properties, and
 - Conduct its business as it is now carried on.
- (h) **No Disputes or Proceedings.** [Except as disclosed in the parties respective Disclosure Schedules] There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.
- (i) **No Bankruptcy.** Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

Staff Poaching.

- (j) During the term of this Agreement, and for a period of 6 months thereafter, either party shall not employ or engage the services of the staff of the other party. This clause shall continue to be in force for Six (6) Months after the staff disengages from either RESELLER or TRANTER IT.

7.2. TRANTER IT INFRASTRUCTURE SERVICES's Representations

- (a) **Disclosure Schedule.** TRANTER IT INFRASTRUCTURE SERVICES's Disclosure Schedule lists any exceptions to its representations.
- (b) **Ownership.** [Except as listed in TRANTER IT INFRASTRUCTURE SERVICES's Disclosure Schedule] TRANTER IT INFRASTRUCTURE SERVICES is the sole distributor of the Products in Nigeria, free of any claims by a third party or any Encumbrance.

8. Limited Warranties

8.1. TRANTER IT INFRASTRUCTURE SERVICES Products. All TRANTER IT INFRASTRUCTURE SERVICES Products are covered by TRANTER IT INFRASTRUCTURE SERVICES's limited warranty statements that are provided with the products or otherwise made available.

8.2. Third Party Products. Non-TRANTER IT INFRASTRUCTURE SERVICES-branded products receive warranty coverage as provided by the relevant third party supplier.

8.3. Software Warranty. TRANTER IT INFRASTRUCTURE SERVICES hereby warrants that for the Warranty Period, that when operated according to the documentation and other instructions TRANTER IT INFRASTRUCTURE SERVICES provides, software will perform substantially according to the functional specifications listed in the documentation.

8.4. No Other Obligation. TRANTER IT INFRASTRUCTURE SERVICES's obligation to repair or replace defects under this section will be RESELLER's sole remedy for defects.

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8.4. No Other Obligation. TRANTER IT INFRASTRUCTURE SERVICES's obligation to repair or replace defects under this section will be RESELLER's sole remedy for defects.

9. No Other Warranties

9.1. "As-Is". Unless otherwise listed in this agreement, Products are provided "as is," with all faults, defects, bugs, and errors.

9.2. No Warranty. Unless otherwise listed in this agreement,

- (a) TRANTER IT INFRASTRUCTURE SERVICES does not make any warranty regarding the Products, which includes that
- (b) **TRANTER IT INFRASTRUCTURE SERVICES** disclaims to the [fullest] extent authorized by Law any and all [other] warranties, whether express or implied, including any implied warranties of [title, non-infringement, quiet enjoyment, integration,] merchantability or fitness for a particular purpose.

10. Intellectual Property

Except for rights expressly granted under this agreement,

10.1. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and

10.2. Each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

11. TRANTER IT Infrastructure Services Responsibilities

- a) Develop a training plan for both sales and technical team of the reseller
- b) Help and guide resellers in conducting a successful POC and demo of ManageEngine solutions
- c) Communicate directly with ManageEngine to get product license for resellers at its earliest time
- d) Conduct quarterly scheduled trainings/presentations/seminars/product awareness on ManageEngine Solutions for resellers
- e) Provide off-premise support (on-call) to resellers if need be
- f) Provide all ethically acceptable support required to ensure a Lead is converted into a Deal
- g) Use reasonable efforts to market, advertise, and otherwise promote and sell the Products in Nigeria.

12. Reseller Responsibilities

12.1. **Marketing.** RESELLER shall use reasonable efforts to market, advertise, and otherwise promote and sell the Products in their Territory.

12.2. Records and Reports

- (a) **Maintain Records and Reports.** For three years after the expiration or termination of this agreement, RESELLER shall maintain records of its marketing, sales, and support and maintenance services under this agreement.
- (b) **Reports to TRANTER IT INFRASTRUCTURE SERVICES.** On TRANTER IT INFRASTRUCTURE SERVICES's reasonable request, RESELLER shall provide TRANTER IT INFRASTRUCTURE SERVICES with reports describing its sales of Product in the Territory, including the number of Product sold, the dates and serial numbers of the Product sold, and remaining inventory on hand where applicable.

12.3. **Employee Training.** RESELLER shall ensure that any of its employees who are responsible for the marketing, sales, and technical support services for the Products have proper skill, training, and background to enable them to provide these services in a competent and professional manner, including ensuring relevant employees complete any training programs or certifications TRANTER IT INFRASTRUCTURE SERVICES requires.

12.4. **Cooperation.** RESELLER shall work closely with TRANTER IT INFRASTRUCTURE SERVICES and use reasonable efforts to meet the mutually agreed-upon sales goals.

12.5. **Sales Forecast.** RESELLER shall provide TRANTER IT INFRASTRUCTURE SERVICES with a quarterly sales forecast, in a mutually agreed-on format.

12.6. Markings and Notices. RESELLER will not remove or alter any trademarks, Product identification, notices of any proprietary or copyright restrictions, or other markings or notices that appear on the Products.

12.7. No Reverse Engineering. RESELLER will not

- (a) create or attempt to, or aid or permits others to, create by reverse engineering, disassembly, DE compilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of any Product, unless expressly permitted by Law,
- (b) Copy, modify, translate, or create derivative works of software included in any Product, unless TRANTER IT INFRASTRUCTURE SERVICES consents in writing, or
- (c) Separate the Product into component parts for distribution or transfer to a third party.

12.8. Internal Use. RESELLER will not use Products for its internal use, unless TRANTER IT INFRASTRUCTURE SERVICES consents in writing or release product license obtained from the ManageEngine.

12.9. End User Information. On TRANTER IT INFRASTRUCTURE SERVICES's request, and to the extent permitted by Law, RESELLER shall provide TRANTER IT INFRASTRUCTURE SERVICES with end user contact information.

13. License Grants

13.1. Software License Grant. TRANTER IT INFRASTRUCTURE SERVICES hereby grants RESELLER a non-transferable, non-exclusive, non-sub licensable, and royalty-free license to use and distribute any ManageEngine software covered under this agreement solely for use by customers in and in connection with their legitimate businesses

13.2. Documentation License Grant. TRANTER IT INFRASTRUCTURE SERVICES hereby grants to RESELLER a non-transferable, non-exclusive, non-sub licensable, and royalty-free license to

- (a) Reproduce or transmit documentation TRANTER IT INFRASTRUCTURE SERVICES provides RESELLER for marketing, selling, and distributing the Products (provided such documentation is not modified and TRANTER IT INFRASTRUCTURE SERVICES 's proprietary notices are not removed),
- (b) Reproduce and transmit any user manuals and other documentation TRANTER IT INFRASTRUCTURE SERVICES creates for customers in connection with the Products.

13.3. TRANTER IT INFRASTRUCTURE SERVICES Trademark License Grant.

TRANTER IT INFRASTRUCTURE SERVICES hereby grants to RESELLER a non-transferable, non-exclusive, non-sub licensable, and royalty-free license to use TRANTER IT INFRASTRUCTURE SERVICES's name, trademarks, logos, and other identifying information on marketing literature, advertising, promotions, customer information, and programs RESELLER creates in connection with the Products, subject to TRANTER IT INFRASTRUCTURE SERVICES's written approval in each instance.

13.4. **Trademark Use.** RESELLER shall comply with all of TRANTER IT INFRASTRUCTURE SERVICES's policies regarding the use and display of TRANTER IT INFRASTRUCTURE SERVICES's name, trademarks, logos, and other identifying information that TRANTER IT INFRASTRUCTURE SERVICES provides to RESELLER in writing.

14. Compliance with Laws

Each party shall

14.1. Comply with all applicable Laws [relating to [SUBJECT MATTER OF AGREEMENT]], and

14.2. Notify the other party if it becomes aware of any non-compliance in connection with this section.

15. Publicity

16.1. **Consent.** Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.

16.2. **Cooperation.** The parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.

16.3. **No Unreasonable Delay.** The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

16. Termination

16.1. **Termination on Notice.** Either party may terminate this agreement for any reason on Thirty (30) Days' notice to the other party.

16.2. **Termination for Material Breach.** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

(a) The other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

(b) The failure, inaccuracy, or breach continues for a period of Five (5) Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

16.3. **Termination for Insolvency.** If either RESELLER becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

17. Effect of Termination

17.1 Termination of Obligations. Subject to paragraph [PAYMENT OBLIGATIONS], on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

17.2. Payment Obligations. Even after termination or expiration of this agreement, each party shall

- (a) Pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
- (b) Refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

17.3. No Further Liability. On termination or expiration of this agreement, neither party will be liable to the other party, except for liability

- (a) That arose before the termination or expiration of this agreement, or
- (b) Arising after the termination or expiration of this agreement and in connection with sections [[TAXES], or [TERMINATION]].

18. Indemnification

18.1. Indemnification by RESELLER. RESELLER (as an indemnifying party) shall indemnify TRANTER IT INFRASTRUCTURE SERVICES (as an indemnified party) against all losses and expenses arising out of any proceeding

- (a) Brought by either a third party or TRANTER IT INFRASTRUCTURE SERVICES, and
- (b) Arising out of RESELLER's breach of its obligations, representations, warranties, or covenants under this agreement.

18.2. Indemnification by TRANTER IT INFRASTRUCTURE SERVICES. TRANTER IT INFRASTRUCTURE SERVICES (as an indemnifying party) shall indemnify RESELLER (as an indemnified party) against all losses and expenses arising out of any proceeding

- (a) Brought by a third party, and
- (b) Arising out of a claim that RESELLER's sale of Products infringes the third party's Intellectual Property rights.

18.3. Mutual Indemnification. Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding

- (a) Brought by either a third party or an indemnified party, and
- (b) Arising out of the indemnifying party's willful misconduct or gross negligence.

18.4. Exclusions. Neither party will be required to indemnify the other against losses to the extent the other TRANTER IT Infrastructure Services unlawfully, negligently, or intentionally to cause those losses.

18.5. Notice and Failure to Notify

- (a) **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall
- (i) Notify the indemnifying party of the indemnifiable proceeding, and
 - (ii) Deliver to the indemnifying TRANTER IT Infrastructure Services legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
- (b) **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

18.6 **Defense.** The indemnifying party may elect to defend the indemnified party in the proceeding by giving prompt written notice after receiving notice of the proceeding.

18.7. **Authority to Contest, Pay, or Settle.** The indemnifying party may contest, pay, or settle the proceeding without obtaining the indemnified party's consent, only if the indemnifying party's decision

- (a) Does not require the indemnified party to make any admission that it acted unlawfully,
- (b) Does not affect any other legal proceeding against the indemnified party,
- (c) Provides that the indemnifying party will pay the claimant's monetary damages in full, and
- (d) Requires claimant release the indemnified party from all liability related to the proceeding.

18.8. **Exclusive Remedy.** The parties' right to indemnification is the exclusive remedy

19. Limitation on Liability

19.1. **Mutual Limitation on Liability.** Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

19.2. **TRANTER IT INFRASTRUCTURE SERVICES's Maximum Liability.** TRANTER IT INFRASTRUCTURE SERVICES's aggregate liability under this agreement will not exceed the amount of fees RESELLER has paid to TRANTER IT INFRASTRUCTURE SERVICES.

20. Definition

"Books and Records" means all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, lists of parties to and prospects for franchise agreements, supplier lists, production data, quality control records and procedures, customer complaints, inquiry files, research, development files, records, data (including all correspondence with any Governmental Authority), sales material and records (including pricing history and sales and pricing policies and practices), strategic plans, marketing and promotional surveys, and material, research, and files relating to Intellectual Property.

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the client is not open for business.

"Current Term" is defined in section [TERM].

"Delivery Date" is defined in section [ORDERS].

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Discount" is defined in section [PRICE].

"Effective Date" is defined in the introduction to this agreement.

"Encumbrances" means any pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, developments or similar agreements, easements, rights-of-way, title defects, options, adverse claims, or encumbrances of any kind.

"Governmental Authority" means

- (a) Any federal, state, local, or foreign government, and any political subdivision of any of them,
- (b) Any agency or instrumentality of any such government or political subdivision,
- (c) Any self-regulated organization or other non-governmental regulatory authority or quasigovernmental authority (to the extent that its rules, regulations or orders have the force of law), and
- (d) Any arbitrator, court or tribunal of competent jurisdiction.

"Initial Term" is defined in section [TERM].

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

- (a) Trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- (b) Copyrights, including all applications and registrations related to the foregoing
- (c) Trade secrets and confidential know-how,
- (d) Patents and patent applications,
- (e) Websites and internet domain name registrations, and
- (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

- (a) Any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- (b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Person" includes

- (a) Any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and
- (b) Any individual.

"Renewal Term" is defined in section [TERM].

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Territory" means Nigeria

21. General Provisions

21.1. Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

- (a) Represent the final expression of the parties' intent relating to the subject matter of this agreement,
- (b) Contain all the terms the parties agreed to relating to the subject matter, and
- (c) Replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

- (a) **Signed in Counterparts.** This agreement may be signed in any number of counterparts.
- (b) **All Counterparts Original.** Each counterpart is an original.
- (c) **Counterparts Form One Document.** Together, all counterparts form one single document.
- (d) **21.2. Severability.** If any part of this [agreement /plan] is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

21.3. **Amendment.** This agreement can be amended only by a writing signed by both parties.

21.4. **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

21.5. Notices

- (a) **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid [, (iv) fax] [, or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
- (b) **Receipt of Notice.** A notice given under this agreement will be effective on
 - (a) The other party's receipt of it, or
 - (b) If mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.
 - a. **Arbitration.** Any dispute or controversy arising out of this agreement will be settled by arbitration in Nigeria, according to the rules of the Arbitrators Association of Nigeria then in effect.
 - b. **Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.
 - c. **Arbitrator's Authority.** The arbitrator will not have the power to award any punitive [or consequential] damages.

21.6. **Governing Law.** This agreement shall be governed, construed, and enforced in accordance with the laws the Federal republic of Nigeria, without regard to its conflict of laws rules.

21.7. Waiver

- (a) **Affirmative Waivers.** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.
- (b) **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.
- (c) **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
- (d) **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

21.8. Force Majeure. Neither party will be liable for performance delays nor for nonperformance due to causes beyond its reasonable control, except for payment obligations.

21.9. Interpretation

(a) References to Specific Terms

- (i) **Accounting Principles.** Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in Nigeria.
 - (ii) **Currency.** Unless otherwise specified, all dollar amounts expressed in this agreement refer to American currency.
 - (iii) **"Including."** Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
 - (iv) **"Knowledge."** Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement,] is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:
 - The then-current, actual knowledge of the directors and officers of that party, and
 - The knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.
 - (v) **Statutes, etc.** Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.
- (b) **Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
- (c) **Headings.** The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
- (d) **Internal References.** References in this agreement to sections and other subdivisions are to those parts of this agreement.

- (b) **Calculation of Time.** In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. WAT (West Africa Time Zone) Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. WAT Time on the next Business Day.
- (c) **Construction of Terms.** The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.
- (d) **Conflict of Terms.** If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement.

22.12. **Binding Effect.** This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

This agreement has been signed by the two people from each party.

SIGNED by	SIGNED by
Name:	Name:
Job Title:	Job Title:
Signature:	
Date:	Date:
Duly authorized for and on behalf of the Reseller	Duly authorized for and on behalf of Tranter IT Infrastructure Services



Company Address

3-6 Alh. Adejumo Avenue, Ilupeju, Lagos, Nineria

Phone Numbers

0701 496 9081
0818 340 5221

Email / Web

channel@tranter-it.com
www.tranter-it.com