

VALUE ADDED DISTRIBUTOR AGREEMENT

Today,, and between the following contracting parties:

1. The company bearing the name "PROTONYX DATA SERVICES S.A.", which is based in Alimos, at 550 Vouliagmenis Avenue, TAX ID: EL998319380, State Tax Office: Commercial Companies' Piraeus Office, as legally represented for the signing of the present by Mr. Chaidemenos Antonios (hereinafter being referred to as the "COMPANY")

and

2. The company bearing the name ".....", which is based in, TAX ID:, as legally represented for the signing of the present by (hereinafter being referred to as the "PARTNER").

Agreed and conceded the following:

The COMPANY and the PARTNER shall also be collectively referred to as the "Parties" and individually as the "Party".

1. SCOPE OF AGREEMENT

The COMPANY sells network appliances and/or software programs that can be deployed on Client's premises (the Products) and cloud-based Services (the Services) as set forth in Appendix A, attached hereto, as may be amended by COMPANY. The COMPANY also provides support, and maintenance services as set forth in Exhibit B, attached hereto, as may be amended by the COMPANY (the "Maintenance Services"). The PARTNER desires to market, distribute, and support the Products and Services and Maintenance Services and add substantial value to such Products and Services and Maintenance Services in the form of certain software applications, services and solutions as expressly approved by the COMPANY, and the COMPANY desires to appoint the PARTNER as an authorised distributor for the South East Asia market pursuant to the terms and conditions of this Agreement.

2. TERM

The initial term of this Agreement shall commence on the Effective Date and continue for twelve (12) months, unless terminated as provided herein. Thereafter, this Agreement shall automatically extend for additional terms of twelve (12) months unless terminated by a Party hereto upon written notice not later than thirty (30) days prior to the expiration of the then current term. Any expiration or termination of this Agreement shall not modify any rights or obligations of a Party hereto which arose prior to such expiration or termination.

3. APPOINTMENT AND TERRITORY

The COMPANY appoints the PARTNER and the PARTNER accepts such appointment as the COMPANY's non-exclusive, independent distributor of the Products and Services and Maintenance Services set forth in Exhibit A and Exhibit B accordingly in the geographic area, market segment, and/or country (the "Territory") set forth in Exhibit C, attached hereto, to unaffiliated, third party end user customers in the Territory for use in the Territory. Pricing for the Products and Services and Maintenance Services shall be as set forth in the COMPANY's current price list (the "Price List"), less any applicable discount as set forth in Exhibit D, subject to the terms of this Agreement. The COMPANY reserves the right to modify the Territory and Price List upon prior written notice to the PARTNER, provided that the PARTNER acknowledges this notice in writing. The PARTNER acknowledges that its appointment under this Agreement is non-exclusive, that it obtains no exclusive rights in any geographic area, market segment and/or country for the Products and Services and Maintenance Services and that the COMPANY may appoint additional distributors, resellers, original equipment manufacturers (OEMs) or other entities to, directly or indirectly, sell, license and/or support Products and Services and Maintenance Services or other COMPANY's products or services in the Territory or elsewhere without liability or obligation to the PARTNER.

4. PARTNER'S REPRESENTATIONS AND OBLIGATIONS

PARTNER's Representation

The PARTNER shall maintain at all times the facilities, resources, inventory, personnel, and expertise and shall use its best efforts to market, distribute and support the Products and Services and Maintenance Services in the Territory.

Training

The PARTNER agrees to have its sales and technical staff trained on the Products and Services and Maintenance Services. The PARTNER commits to have and to maintain a minimum of two (2) staff members fully trained (sales and technical training). The PARTNER agrees to authorise the COMPANY to regularly train its sales people on the Products and Services and Maintenance Services. The PARTNER shall be responsible for travel expenses of its personnel with respect to each training session.

Demonstration Products

The COMPANY, if necessary, could grant demonstration subscriptions ("Demonstration Subscriptions"), not for resale (NFR), within a reasonable and mutually agreed upon in writing time frame following the execution of this Agreement. The purpose of these Demonstration Subscriptions is to show prospective resellers and their customers (end users), the function of the Products and Services and Maintenance Services as well as to enhance the understanding and knowledge of the Products and Services and Maintenance Services and should be granted free of charge to the PARTNER.

Promotion of Products and Services and Maintenance Services

The PARTNER shall use best efforts to promote the Products and Services and Maintenance Services in the Territory as mutually agreed upon in writing by the Parties.

COMPANY's Intellectual Property and Marks

"Marks" means, collectively but not exhaustively, all trade names, trademarks, patent rights, copyrights, service marks, logos, domain names, business names, product names, product designation(s), slogans or other words or symbols identifying the programs, products or intellectual property of the COMPANY.

During the term of this Agreement, the PARTNER is authorised to use the Marks solely in connection with the sales and promotion of the Products and/or Services. The COMPANY does not grant and the PARTNER acknowledges that it shall have no right, licence or interest in any of the Marks owned, used or claimed now or in the future by the COMPANY. All applicable rights to the Marks are and will remain the exclusive property of the COMPANY. No title to or ownership of the intellectual property contained in the Products and Services and Maintenance Services or any part thereof or the COMPANY's Confidential Information is transferred to the PARTNER. The PARTNER acknowledges that the Products and Services and Maintenance Services as well as all enhancements, updates, modifications, local versions or any derivatives thereof, and all intellectual property and proprietary rights therein shall remain the COMPANY's property.

The Partner shall not delete or alter any Marks or other insignia which are affixed to the Products and Services and Maintenance Services or related documentation and may only use such Marks in conjunction with its marketing, sale and/or sublicensing of the Products and Services and Maintenance Services in accordance with the COMPANY's then current guidelines on usage. The PARTNER shall refrain from any other direct or indirect use or registration of such Marks or similar marks. Upon expiration or termination of this Agreement, The PARTNER shall take all actions necessary to transfer and assign to the COMPANY, any right, title or interest in and to any of the Marks and shall immediately cease to use any Mark. The PARTNER shall promptly notify the COMPANY of any claims with respect to the sale or use of the Products and Services and Maintenance Services or to any alleged intellectual property infringement.

Competitive Products & Services

The PARTNER is obligated not to compete with the COMPANY by offering the same or similar Services as referenced in EXHIBIT A of this agreement or as listed on the COMPANY's website at www.combox-networks.com for the duration of this agreement.

5. COMPANY'S OBLIGATIONS

Training

The COMPANY shall provide the PARTNER with Product sales training and Services and Maintenance Services training at no charge, via remote presentation or on-site at the PARTNER's location. The COMPANY will provide the PARTNER with an unlimited free of

charge technical certification training at COMPANY's facilities. It is the PARTNER's responsibility to pay for all travel related costs.

The COMPANY may provide technical training at the PARTNER's site as long as a minimum number of participants attend and if the PARTNER agrees to pay for the trainer's travel expenses.

Product Marketing Materials

The COMPANY shall provide the PARTNER, at no charge, with a reasonable supply of Product literature, marketing information, user documentation, and manuals in the English language. At its own expense and with the COMPANY's prior written approval, the PARTNER may translate such documentation into local language and reproduce and distribute such translations solely for its resellers', customers' or end users' internal use. The PARTNER shall ensure that all applicable COMPANY notices are included in such translations and shall return all documentation upon COMPANY's request or the expiration or termination of this Agreement. Upon COMPANY's request, the PARTNER agrees to provide copies of all such translations to the COMPANY.

Support and Maintenance Services

The COMPANY shall provide warranty, support and maintenance services to the PARTNER as defined in Exhibit B.

6. PRICES AND DISCOUNTS

During the term of this Agreement, the PARTNER may purchase the Products and Services and Maintenance Services at the applicable prices set forth in the COMPANY's current Price List, less any applicable discounts set forth in Exhibit D. All prices are exclusive of all taxes and other charges, including but not limited to, shipping, handling, insurance, sales, use, value-added, withholding or other similar taxes, duties or assessments. THE COMPANY MAY MODIFY THE PRICE LIST OR DISCOUNTS FOR ANY PRODUCTS AND SERVICES AND MAINTENANCE SERVICES UNDER THIS AGREEMENT AT ANY TIME UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO DISTRIBUTOR.

All orders accepted by the COMPANY before the effective date of any price modification shall be at the price in effect prior to such modification. Thereafter, all orders accepted on or after the effective date of such price modification by the COMPANY shall be at such modified price.

If the PARTNER and the COMPANY mutually agree in writing or a reseller or end-user, suggested by the PARTNER, explicitly demands to buy directly from the COMPANY, the PARTNER having performed sales services on the specific business transaction and therefore the PARTNER will be entitled to a commission amount which shall be invoiced to the COMPANY.

THE PARTNER SHALL BE FREE TO UNILATERALLY ESTABLISH ITS PRICES TO ITS CUSTOMERS FOR THE PRODUCTS AND SERVICES AND MAINTENANCE SERVICES.

THE COMPANY MAY PROVIDE A SUGGESTED RETAIL PRICE FOR PRODUCTS AND SERVICES AND MAINTENANCE SERVICES. ALL DISCOUNTS PURSUANT TO THIS AGREEMENT ARE STRICTLY CONDITIONED UPON THE PARTNER'S COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN THE EVENT OF ANY BREACH OF THE FOREGOING, THE COMPANY MAY AT ITS SOLE OPTION IMMEDIATELY REDUCE ANY DISCOUNTS FOR FUTURE SHIPMENTS OF THE PRODUCTS OR DELIVERY OF THE SERVICES AND MAINTENANCE SERVICES OR TERMINATE THIS AGREEMENT FORTHWITH.

The COMPANY applies discount levels as outlined in its current Price List, which are determined based on the PARTNER's sales performance. Specifically, the COMPANY will initially apply the highest available discount level from the signing date of this agreement. Sales performance of the PARTNER will be evaluated every six months, based on the revenue generated in the last month of the period. If the last month's revenue falls below the threshold for the currently applied discount level, the COMPANY reserves the right to adjust to a lower discount level in accordance with the Discount Level Monthly Revenue Targets. The updated discount level will then apply to the subscription fees of all active services.

7. PAYMENT TERMS

The PARTNER shall make all payments in Euro and all payments shall, unless otherwise agreed by the COMPANY in writing in advance, prepay for orders on receipt of a pro-forma invoice, in advance of shipment of Product or delivery of Services, from the COMPANY.

The COMPANY reserves the right to cancel or delay shipment of any orders and or rendering Services, modify payment terms or modify discount levels if the PARTNER fails to make timely payment, if the PARTNER fails to meet reasonable credit or financial requirements established by the COMPANY, or if Distributor otherwise fails to comply with the terms and conditions concerning payment under this Agreement.

The PARTNER is responsible for any applicable sales, use, value added, withholding or other similar taxes, duties and assessments, or amounts levied in lieu of such taxes, now or later imposed.

8. ORDERS

All orders of Products and Services and Maintenance Services shall be pursuant to purchase orders issued by the PARTNER to the COMPANY with reference to this Agreement, and which shall specify the quantity, type and description of Products and Services and Maintenance Services, any applicable discounts, billing address, destination and requested delivery date. All orders are subject to written acceptance by the COMPANY and the COMPANY shall have no liability for non-acceptance of, or failure or delay in filling, any orders. The COMPANY shall acknowledge each order within five (5) business days of its receipt and specify delivery dates for Products and Services and Maintenance Services in accordance with its then current lead times. The COMPANY shall use reasonable efforts to meet the proposed delivery dates for the Products and Services and Maintenance Services and shall not be liable for delivery delays. No purchase order, acknowledgment form, or other document or communication from either Party shall amend the terms and conditions of this Agreement.

9. LICENCE OF SOFTWARE PROGRAMS

Licence Grant

Subject to the terms and conditions of this Agreement, including without limitation the payment of Software Program licence fees, the COMPANY will grant the end user customer a non-exclusive, non-transferable licence to use the Software Programs, in object code form only, solely for internal business purposes.

Restrictions on Use

The PARTNER acknowledges that the Software Programs and their structure, organisation, and source code constitute valuable trade secrets of the COMPANY and its suppliers. Except as expressly permitted, the PARTNER agrees not and shall not permit any third party, to (i) modify, adapt, alter, translate, or create derivative works from the Software Programs or the documentation; (ii) merge the Software Programs with other software; (iii) sublicense, export except as provided herein, distribute, sell, provide for service bureau use, lease, rent, loan, or otherwise transfer the Software Programs or the documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software Programs, provided, however, that if reproduction of the Software Programs and translation of their form are necessary to obtain the information required to achieve the interoperability of the Software Programs with other programs, the PARTNER shall inform the COMPANY in writing accordingly and the COMPANY shall notify the PARTNER within twenty (20) business days from receipt of such written request that the COMPANY will perform the work in order to achieve such interoperability and assess a reasonable charge for such work to the PARTNER, or authorise the PARTNER to undertake those actions, but only to the extent required to achieve the interoperability of the Software Programs with other programs; (v) remove or alter any copyright notices or other notices included in the Software Programs; or (vi) otherwise use or copy the Software Programs except as expressly permitted. Without limiting the foregoing, the restrictions on use of the Software Programs set forth in this Section shall apply to any Software Programs supplied to the COMPANY by its suppliers. The COMPANY and the PARTNER shall mutually agree in writing upon additional terms, conditions and charges with respect to any localisation of the Software Programs.

End User Licence Agreement

The COMPANY may, at its discretion, include with the Products an end user agreement in any manner the COMPANY deems appropriate, including, without limitation, as an integrated function of Products' installation or separate written document. Each customer shall be required to agree to the end user agreement upon purchasing a Product.

The PARTNER agrees to promptly send a copy of each end user agreement executed by an end user (via the reseller, if any) to the COMPANY. The PARTNER shall make all reasonable efforts to ensure enforcement of such end user agreements and in the event of an end user's breach, the PARTNER shall promptly notify in writing the COMPANY of such breach and will institute legal action against such end user if requested by the COMPANY.

10. LIMITED WARRANTY

The COMPANY warrants that during the warranty period as defined below (the “Warranty Period”), the hardware Products shall substantially conform to the COMPANY’s then published documentation. The Warranty Period is twelve (12) months from shipment for Hardware Products. The COMPANY shall incur no liability under this limited warranty if Distributor fails to provide the COMPANY with written notice of the alleged defect during the applicable Warranty Period.

Exclusion of Limited Warranty

The COMPANY shall incur no liability under this limited warranty if the alleged defect is due to causes not within the COMPANY’s reasonable control, including alteration, modification or abuse of the Products.

PARTNER’s Warranties

The PARTNER shall be responsible for providing a warranty and remedies (if any) directly to its customers or end users and shall not extend a Product warranty that exceeds or modifies the limited warranty set forth in this Section.

11. CONFIDENTIALITY

For purposes of this Agreement, Confidential Information shall mean any information if (i) it is delivered in written form marked “confidential”, (ii) it is delivered orally and described as confidential at the time of delivery or disclosure, or (iii) the receiving Party might reasonably be expected to judge it as confidential. Neither Party shall directly or indirectly communicate to any person or other entity any Confidential Information unless such information is already known by the receiving Party, as evidenced by its business records at the time it was provided; such information is already in the public domain; the receiving Party is required to disclose such information pursuant to law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or such information lawfully comes into the receiving Party’s possession from a third party without any obligation of confidentiality.

Both Parties agree to use such Confidential Information only in their performance under this Agreement and shall treat and protect such Confidential Information in the same manner as they treat their own information of like character, but with not less than reasonable care. The obligations of this Section shall continue for a period of three (3) years after termination or expiration of this Agreement. Such Confidential Information shall be returned by the receiving Party upon written notice or termination or expiration of this Agreement.

12. PATENT AND COPYRIGHT INDEMNIFICATION

The COMPANY will defend at its own expense any action against the PARTNER brought by a third party to the extent that the action is based upon a claim that the Products infringe any EU patents or copyrights of a third party, and the COMPANY will pay those costs and damages finally awarded against the PARTNER in any such action that are specifically attributable to such claim or those costs and damages agreed to in a settlement of such

action. The foregoing obligations are conditioned on the PARTNER notifying the COMPANY promptly in writing of such action; giving the COMPANY sole control of the defence thereof and any related settlement negotiations; and cooperating, at COMPANY's request and expense in such defence. If the Products become, or in COMPANY's opinion are likely to become, the subject of an infringement claim, the COMPANY may, at its option and expense, either (i) procure for the PARTNER the right to continue using the Products, (ii) replace or modify the Products so that they become non-infringing, or (iii) accept return of the Products, terminate this Agreement, in whole or in part, as appropriate, upon written notice to the PARTNER and refund the PARTNER the prices and/or fees paid for such Products upon such termination, computed according to a sixty (60) month straight-line amortisation schedule beginning on the Effective Date. Notwithstanding the foregoing, the COMPANY will have no obligation under this Section or otherwise with respect to any infringement claim based upon any use of the Products not in accordance with this Agreement, any use of the Products in combination with products, software, or data not supplied by the COMPANY if such infringement would have been avoided but for the combination with other products, software or data, any use of any release of the Products other than the most current release made available to the PARTNER, or any modification of the Products by any person other than the COMPANY or its authorised agents or subcontractors. THIS SECTION STATES THE COMPANY'S ENTIRE LIABILITY AND THE PARTNER'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

13. PARTNER INDEMNITY

The PARTNER shall defend, indemnify and hold the COMPANY harmless from any claim, suit, damages and expenses (including, but not limited to, attorneys' fees) arising out of (i) the sale, licence, servicing and related activities pursuant to this Agreement with respect to the Products and Services and Maintenance Services by the PARTNER; (ii) the failure of the PARTNER to comply with all applicable laws, rules, and/or regulations regarding the Products and Services and Maintenance Services; (iii) the failure of the PARTNER to comply with the terms and conditions of this Agreement; or (iv) any negligent act or omission of the PARTNER. The COMPANY may participate in the defence or settlement of any such claim, suit or proceeding with a counsel at its expense.

14. INDEPENDENT CONTRACTOR

The PARTNER shall conduct its business under this Agreement as an independent contractor and this Agreement creates no relationship of principal and agent, partner, joint venture or any similar relationship. The PARTNER acknowledges it has paid no fee or sum for the rights to sell and/or sublicense the Products and that it does not have any authority to act on the COMPANY's behalf. The PARTNER will not represent itself to be an agent for the COMPANY and will not attempt to create any obligation or make any representation on behalf of or in the name of the COMPANY.

15. TERMINATION

Either Party may terminate this Agreement in the event of a material breach by the other Party of any term and condition of this Agreement upon thirty (30) days prior written notice and failure to cure such breach. In addition, either Party may terminate this Agreement upon

thirty (30) days prior written notice if the other Party shall become insolvent, commit an act of bankruptcy, is subject to a proceeding in bankruptcy, receivership, liquidation or insolvency or if there is a change in the controlling ownership of the PARTNER. In such event, the COMPANY may: (i) declare all amounts payable under this Agreement immediately due and payable; (ii) suspend delivery to the PARTNER until the default is cured; (iii) proceed to enforce performance and/or recover damages; and/or (iv) terminate this Agreement. If the COMPANY continues to make shipments after the PARTNER's default, the COMPANY's action shall not constitute a waiver of any rights or remedies.

16. EXPORT CONTROLS AND COMMERCIAL COMPUTER SOFTWARE

Export Control

The PARTNER shall not commit any act which would, directly or indirectly, violate any European or local law, regulation, treaty or agreement relating to the export or re-export of the Products and Services and Maintenance Services. At its expense, the PARTNER shall obtain any government consents, authorisations, or licences required for the PARTNER to exercise its rights and to discharge its obligations under this Agreement.

17. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAID BY THE PARTNER FOR THE PRODUCTS AND SERVICES AND MAINTENANCE SERVICES OR SUPPORT THAT GAVE RISE TO THE LIABILITY, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, DATA, GOODWILL, USE OR INFORMATION, DOWNTIME OR COSTS OF SUBSTITUTE PRODUCTS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18. GENERAL

Approvals

Each Party represented here has the right and authority to enter into this Agreement and it will comply with all applicable laws or regulations of the Territory.

Entire Agreement, Amendment and Waiver

This Agreement supersedes all prior and contemporaneous agreements, representations and understandings and contains the entire agreement between the Parties. The PARTNER acknowledges that it has not relied upon any promise, representation or statement of the COMPANY except as expressly set forth herein. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each Party. No failure or delay of the COMPANY in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy.

Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Neither Party shall have the right to assign or otherwise transfer its rights or delegate its duties under this Agreement without the express written consent of the other Party, except that the COMPANY shall have the right to assign this Agreement to any of its affiliates at any time without the PARTNER's consent. Notwithstanding the foregoing, either Party may, upon prior written notification, assign this Agreement in the event of a merger, consolidation or the sale of all or substantially all of that Party's assets or stock.

Notice

All notices and other communications under this Agreement shall be in writing by registered or certified mail, postage prepaid, overnight courier or electronic facsimile or email to the receiving Party at its address as set forth below or to any other address a Party may provide in writing.

If to PARTNER:

PARTNER's Telephone Number:

PARTNER's mail Address:

PARTNER's mail Address for invoices:

If to COMPANY: PROTONYX DATA SERVICES S.A.

COMPANY's Telephone Number: +30 210 9902272

COMPANY's Email Addresses: sales@protonyx.com, billing@protonyx.com,
support@protonyx.com, legal@protonyx.com

Any notice or other communication sent by email will be deemed to have been received on the day it is sent. Any notice or other communication sent by registered or certified mail or courier will be deemed to have been received five (5) business days after its date of posting.

Governing Law

This Agreement shall be governed and interpreted according to the laws of the EU

Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. The prohibition on or unenforceability of any

provision in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Headings

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Headings in this Agreement are included for reference only and shall not constitute a part of this Agreement for any other purpose. The English language version of this Agreement shall be definitive and shall control over any translation.

Force Majeure

Neither Party shall be liable to the other Party for any loss, injury, delay, (except for any payment obligations); expenses or damages arising out of any cause or event not within its reasonable control including, but not limited to: riots, wars or hostilities between any nations; Acts of terrorism; Acts of God, fires, storms, floods or earthquakes; strikes, labour disputes, vendor delays, or shortages or curtailments of raw materials; labour, power or other utility services; governmental restrictions or trade disputes; manufacturing delays; or other contingencies.

List of Exhibits:

Exhibit A – PRODUCTS AND SERVICES

Exhibit B – WARRANTY, SUPPORT AND MAINTENANCE SERVICES

Exhibit C – TERRITORY

Exhibit D – PRICE LIST AND DISTRIBUTOR DISCOUNT LEVELS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their duly authorised representatives.

PROTONYX S.A.

DISTRIBUTOR / PARTNER

By: _____

By: _____

Name: Antonios Chaidemenos

Name:

EXHIBIT A - PRODUCTS AND SERVICES

PROTONYX PRODUCTS:

1. BR-100 LTE (including antennas)
2. comBOX multi-WAN Router BR-315
3. comBOX multi-WAN Router BR-315s
4. comBOX multi-WAN Router BR-510
5. comBOX multi-WAN Router BR-710
6. comBOX mobile travel case CPE
7. External USB LTE Modem

PROTONYX SERVICES:

1. comBOX Virtual Leased Line Bronze service
2. comBOX Virtual Leased Line Silver service
3. comBOX Virtual Leased Line Gold service
4. comBOX Virtual Leased Line Platinum service
5. Software licence comBOX Virtual Leased Line Bronze
6. Software licence comBOX Virtual Leased Line Silver
7. Software licence comBOX Virtual Leased Line Gold
8. Software licence comBOX Virtual Leased Line Platinum
9. Managed Services - addon

EXHIBIT B - WARRANTY, SUPPORT AND MAINTENANCE SERVICES

The COMPANY will ensure the smooth operation of the provided products and services.

The COMPANY will provide the PARTNER with read only or read/write access to the web interface of each comBOX CPE under the PARTNER's account as well as to the centralised monitoring system.

The COMPANY will enable service notifications to specific email addresses of the PARTNER.

The COMPANY will take all measures to remedy any malfunctions either proactively or when identified by the PARTNER while using the services after receiving notice from the PARTNER via email on a 24/7 basis.

By sending an email to support@protonyx.com, a new ticket is automatically generated and The COMPANY's support engineers will investigate the issue and respond accordingly. The max response time to each support request is 120 minutes.

The COMPANY will solve any problems primarily through email communications between itself and the PARTNER, or through remote access via the Internet to the affected systems.

In case of failure to resolve the problem in the above manner, The COMPANY will be allowed to ask for the transfer of the affected products to its premises in order to repair them. The shipping and import/export costs for the transfer of the products, to and from COMPANY's premises, is charged to the PARTNER.

The hardware products are offered with a 1 year warranty. During this period, Protonyx will replace any faulty component free of charge. After this period, Protonyx will charge the client the cost of the replaced component.

Service availability SLA for fully managed services

The COMPANY guarantees that the availability of each fully managed comBOX virtual leased line service instance will be greater than or equal to 99.9% per month. This availability corresponds to a maximum unavailability of the service of 43.2 minutes per month. If the provided service is unavailable for a longer period for a specific service instance, the PARTNER is entitled to submit a written notice for compensation. The PARTNER's compensation is equal to the charge of the service for one day for every hour that the service is unavailable over the 43.2 minutes per hour of the month. In any case, the maximum compensation per month cannot exceed the service subscription fee received by The COMPANY from the PARTNER for the same month for that specific CPE.

The duration of unavailability of the service does not include periods during which the CPE is intentionally shut down nor periods of failure when the malfunction is due to:

Discontinuance of the electrical power supply to the CPE.

Malfunction of all the available individual Internet access connections to which the end user is subscribed.

Malicious actions, network attacks or sabotage.

Planned maintenance work which will be performed outside working hours and will be announced to the PARTNER at least 48 hours prior to maintenance. Working hours are considered the time interval between 9:00 EEST to 21:00 EEST from Monday to Friday.

Problems arising from not following instructions of use as noted in the user manual of the products, e.g. power cycling instead of soft rebooting.

Failure of the system's equipment (hardware).

The period of unavailability of the service will be calculated as the time frame between the receipt of the written notice sent by the PARTNER informing The COMPANY about the malfunction of the service and the full restoration of the availability of the service by the COMPANY.

The PARTNER is obliged to submit a written request for compensation due to the unavailability of the service within 30 days of the date of the service unavailability. After the above stated time, the PARTNER is not entitled to any request for compensation.

EXHIBIT C - TERRITORY

The Territory covered under this Agreement is:

EMEA

EXHIBIT D - DISTRIBUTOR DISCOUNT LEVELS

The PARTNER is obliged to purchase the products and services from the COMPANY according to the pricelist and discount levels that appear on the file “comBOX VLL service bundles - Pricing and Distributor discounts” which has been shared with the Partner via email.