



4141 Hacienda Drive, Pleasanton, CA 94588. Tel: (925) 924-9500. Fax: (925) 924-9600

ZOHO RESELLER

This RESELLER AGREEMENT, including all Exhibits hereto (this "**Agreement**"), is made and entered into on August 15, 2016 ("**Effective Date**") by and between Zoho Corp ("**Zoho**") a California corporation having offices at 4141 Hacienda Drive, Pleasanton, CA. 94588 USA and WibGapps SARL ("**Partner**"), a Morocco- based company having its principle place of business at: 203 bd Zerktouni, Maarif, Casablanca, Morocco

Zoho and Partner are each referred to as a "Party" and collectively as "Parties" throughout this Agreement.

WHEREAS, Zoho delivers software applications as services over the Internet and Partner wishes to resell subscriptions to Zoho Services.

NOW THEREFORE, the Parties intending to be legally bound, hereby agree as follows

1. Definitions:

1.

1. Zoho Service(s)" means the online software services provided by Zoho specified in Exhibit A.
2. "Subscriber(s)" means any entity or individual paid subscriber to Zoho Services.
3. "End User(s)" means the individual users of Zoho Services subscription user accounts.
4. "End User Data" means data in whatever form pertaining to or stored by Zoho in connection with End User(s) accessing Zoho Services.
5. "Partner Website" means and includes the websites and hosted services, if any, maintained by Partner.
6. "List Price" means the Subscription Fees normally charged by Zoho subscriptions to Zoho Services. The List Price is subject to change by Zoho.
7. "Subscription Fees" means the monthly, quarterly or annual fees collected from Subscribers for using Zoho Services on the basis of number of End Users.
8. "Reseller Discount" means the discount percentage specified in Exhibit B.
9. "Reseller Discount Price" means the discounted Subscription Fees charged by Zoho to Partner for subscriptions to Zoho Services by Subscribers. Reseller Discount Price is calculated as the difference between the list price and the value of Reseller Discount.
10. "Personally Identifiable Information" means any information about or relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular, by their name, by reference to an identification number or to one or more factors specific to such person.
11. "Confidential Information" means the terms of this Agreement and any confidential or proprietary information that is marked or otherwise designated as "Confidential" or is clearly by its nature confidential and is disclosed in any medium by one party to the other in connection with this Agreement. Confidential Information shall not include any information that: (i) is or becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure by the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party without access to the Confidential Information.
12. "Zoho Alliance Logo" means logo displayed in Exhibit C including its literal and graphical

elements.

13. "Zoho Trademark" means and includes the name 'Zoho', Zoho logo displayed in Exhibit C and Zoho Alliance Logo.
14. "Zoho Privacy Policy" means Zoho's policy for storage and access of Personal Information of users of Zoho Services as modified by Zoho from time to time. The current version of Zoho Privacy Policy is maintained at <http://www.zoho.com/privacy.html>.
15. "Zoho Terms of Service" means the terms and conditions for use of Zoho Services as modified by Zoho from time to time. The current version of Zoho Terms of Service is maintained at <http://www.zoho.com/terms.html>.
16. "Reseller Store" means the online hosted application for tracking and managing distribution of subscriptions to Zoho Services. Reseller Store also provides the ability to track discounts entitled to Partner and make payment for subscriptions by entering credit card details of Partner or Subscriber.

2. Term.

The term of this Agreement shall be one year from the Effective Date. This Agreement shall automatically renew for further periods of one (1) year unless either party notifies the other, in writing, at least thirty (30) days prior to the renewal date that it desires to terminate the Agreement at the end of the current term.

3. Grant.

1. Zoho hereby designates Partner as a non-exclusive reselling partner of Zoho for Zoho Services. Partner may distribute subscriptions to Zoho Services to its customers. Partner may not distribute and resell subscriptions to Zoho Services through any agents or other channel partners unless agreed to in writing by Zoho.
2. Partner may provide access to Zoho Services by embedding links to Zoho Services on its website, or may redirect potential customers and End Users to Zoho's website or to a Zoho sign up web page where users may access or subscribe to the Zoho Services. Subject to Zoho's prior written approval, Partner may integrate Zoho Services with its own applications or hosted services and Zoho may, at Partner's cost, provide technical assistance as required for such integration of Zoho Services.
3. Partner shall display Zoho Alliance Partner Logo on Partner Website during the term of this agreement. Partner shall comply with this obligation within a period of 60 (sixty) days from the Effective Date.
4. Partner shall communicate Zoho Terms of Service to Subscribers. Partner shall not make any commitment, representation or warranty in respect of Zoho Services to Subscribers except as expressly provided in Zoho Terms of Service, this Agreement, or authorized by Zoho.
5. Upon request by Partner, Zoho agrees to provide Partner an account in Reseller store for tracking and managing distributions of subscriptions to Zoho Services.
6. Zoho shall provide Partner with generally accepted sales and marketing support as requested by Partner.
7. Zoho shall provide Partner with an "Account Registration" process for registering Partner's prospective customers for a period of thirty (30) days and not to exceed ninety (90) days, by providing details of such prospective customers in writing to Zoho. Zoho will make best efforts to provide account protection during the Account Registration period. However, Zoho is under no obligation to provide such account protection if such prospective customer is registered in the account of any other reseller or distributor of Zoho Services at that time. In the event of disputes regarding such prospective customers, Zoho shall make commercially reasonable efforts to resolve the issue in favor of Partner.
8. Nothing in this agreement shall be construed as permitting integration of Zoho Services with any hosted services of any third party without Zoho's prior written approval.

4. End User Support.

1. Partner may provide localized support services to Subscribers. If local support is provided by Partner, Zoho will provide 2nd level support to Partner as needed.
2. Unless specified to the contrary in Exhibit B, Zoho shall provide technical and general customer support to Subscribers.
3. Partner may be required to undergo training in the event technical support is provided by Partner to Subscribers with respect to Zoho Services.
4. If Zoho Services are integrated with Partner Website, Partner shall be solely responsible for handling queries, issues and requests with respect to Partner Website.

5. List Price and Discount.

1. Partner shall charge Subscribers for subscriptions to Zoho Service at no less than the prevailing list price and shall not charge more without Zoho's prior written consent.
2. Partner may, without Zoho's prior consent, charge additional amounts towards any services, including local support services, provided by Partner to Subscribers.
3. Partner is entitled to Reseller Discount as specified in Exhibit B.
4. Partner may pay for subscriptions through Reseller Store by using Partner or Subscriber's credit card. If Partner's credit card is used, the Reseller Discount Price will be charged to Partner's credit card. If Subscriber's credit card is used, the List Price will be charged to Subscriber's credit card and the difference between List Price and Reseller Discount Price will be credited to Partner.
5. During renewal of subscriptions to Zoho Service, the applicable List Price or Reseller Discount Price will be charged to the credit card used for making payment for initial subscription. In the event Subscriber's credit card is used for making payment for the subscription to Zoho Service, it shall be Partner's responsibility to communicate to Subscribers that payments for renewal of subscriptions will be automatically charged to their credit cards.
6. In the event of change in List Price, Reseller Discount Price shall also change proportionately.

6. Proprietary Rights.

Zoho owns all right, title and interest in the software and technology pertaining to Zoho Services. This Agreement does not grant any right, title or interest in or to any software or technology to Partner.

7. License to use Trademarks.

1. Zoho hereby grants Partner a non-exclusive, non-transferable license, without the right to sublicense, to use or display the Zoho Trademark including the name 'Zoho,' Zoho logo and Zoho Alliance Logo on Partner website, press releases and other publicity materials; provided that any use of the Zoho Trademark including the name and logo must be approved in writing by Zoho in advance and be used solely for the purposes of this Agreement.
2. Partner hereby grants Zoho a non-exclusive, non-transferable license, without the right to sublicense, to use or display to use Partner's name or trademarks in any Publicity Materials of Zoho. Zoho may also include Partner in any List of resellers, distributors or partners maintained by Zoho on its websites or in any other form.
3. Except as provided in this Agreement, neither party shall use or display the other party's Trademarks. Partner shall not register Internet domain names bearing the name 'Zoho' or any other trademark of Zoho.

8. Privacy and Security of End User Data.

1. Zoho shall adopt privacy measures in respect of End User's Personal Information according to Zoho Privacy Policy and adopt all commercially reasonable security measures for protection of End User Data

according to industry standards.

2. Information related to Partner or Subscriber's credit card will be stored by a well known payment gateway service provider. Zoho will not store or access such any credit card related information.

9. Indemnity.

1. Zoho agrees that it will, at its own expense, defend Partner in respect of any action brought against Partner, and indemnify and hold harmless Partner against any award of damages and costs made against Partner in any and all claims, actions or suits alleging that Zoho Service used within the scope of this Agreement constitutes an infringement of any valid patent or copyright or other intellectual property rights, provided that Partner gives Zoho (i) prompt written notice of the claim, (ii) sole control over the defense or settlement (subject, in the case of settlement, to Partner's consent, which consent shall not be unreasonably withheld or delayed), and (iii) reasonable support and cooperation with regard to the defense.. The above is Zoho's sole obligation to Partner and shall be Partner's sole and exclusive remedy pursuant to this Agreement for intellectual property infringements.
2. Partner shall indemnify and hold harmless Zoho from and against all claims, actions and proceedings arising out of or resulting from (1) any breach of third party intellectual property rights by Partner, (2) any warranty made by Partner to Subscribers, or (3) breach of any of the terms of this Agreement, provided that Zoho gives Partner (i) prompt written notice of the claim, (ii) sole control over the defense or settlement (subject, in the case of settlement, to Zoho's consent, which consent shall not be unreasonably withheld or delayed), and (iii) reasonable support and cooperation with regard to the defense.

10. Proprietary Rights.

Zoho and its licensors own all rights and interest in and to Zoho Service. Partner does not acquire any right in Zoho Service except as expressly set forth in the Agreement.

11. Confidentiality.

Each party agrees: (i) to hold the other party's Confidential Information in strict confidence, using at least the same degree of care with which it protects its own proprietary information (in no event using less than reasonable care); (ii) not to use such Confidential Information for any purpose outside the scope of this Agreement; and (iii) not to disclose such Confidential Information to third parties not authorized by the disclosing party to receive such Confidential Information. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent that the Confidential Information is required to be disclosed by the receiving party as a matter of law. The confidentiality obligations shall survive any termination of this Agreement.

12. Force Majeure.

Neither party shall be liable or deemed to be in breach of the obligations under this Agreement for any interruption, delay or failure resulting from acts of god, civil or military authority, war, riots, civil disturbances, accidents, fire, earthquake, floods, strikes, lock-outs, labor disturbances, foreign or governmental order or any other similar cause.

13. Warranties.

1. Partner shall not make any representations or warranties in respect to Zoho Services to Subscribers other than those that Zoho normally provides in the Zoho Terms of Service. However, Partner may communicate the features and benefits of Zoho Services for the purpose of this agreement.

2. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, Zoho EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HERE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, WITH REGARD TO Zoho SERVICES.

14. Limitation of Liability.

EXCEPT FOR INDEMNIFICATION AND BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Termination.

1. This Agreement may be terminated by either party upon any material breach by the other party of the terms of this Agreement and failure to cure such breach upon 15 (fifteen) days' written notice.
2. This Agreement may be terminated for convenience by Partner upon 30 days written notice to Zoho and by Zoho upon 90 days written notice to Partner.
3. Upon termination, Partner shall cease distribution of subscriptions to Zoho Service. However, Subscribers may continue Zoho Service subscriptions.
4. For Partner's existing customers and for customers who subscribe for Zoho Services during the two months wind down period, Partner shall continue to receive discounts or credit for a period of three (3) or six (6) months from the date of termination unless Zoho is notified in writing by customer that it wishes to be provided services by a different Partner, in which case, Partner shall continue to receive discount or credit for a maximum of sixty (60) days from the date Zoho is notified by customer, or up to six (6) months, whichever is shorter. Partner shall receive discount or credit for a period of three months from Termination if they are within the first year of this Agreement from the Effective Date. And for six months if the Agreement has been in effect for longer than one year from the Effective Date.
5. Upon termination, each party will promptly return any and all Confidential Information, including any documentation, specifications or other materials regardless of medium, previously provided by the other party within fifteen (15) business days.
6. Upon termination, Partner shall cease to be entitled to discounts specified in this Agreement. Partner shall also cease use of Zoho Trademarks.

16. Relationship of Parties.

The relationship between the parties is non-exclusive. The parties may enter into similar agreements with third parties. Each of the parties is an independent contractor and neither party shall be considered the agent of the other party for any purpose whatsoever. Neither party has authorization to enter into any contract or to assume any obligation for the other party. Nothing in this Agreement shall be construed as establishing a partnership or joint venture between the parties. Each party shall be responsible for its own acts and omissions and the acts and omissions of its agents, employees and subcontractors.

17. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of California (excluding its conflict of laws provisions) as applied to agreements entered into and to be performed entirely within California between California residents. The parties specifically exclude applicability of the United Nations Convention on the International Sale of Goods. All disputes arising out of or resulting from the terms of this Agreement shall be subject to the exclusive jurisdiction of Alameda County, California and the parties

waive any objection with respect to inconvenience thereof.

18. Notices.

All notices required or permitted hereunder shall be deemed sufficient if given in writing by e-mail or if mailed by registered or certified mail with return receipt requested or delivered by hand or facsimile to the party to whom such notice is required or permitted to be given. Any such notice shall be considered given when received, and if sent by mail, when received or on the third business day after being mailed, whichever is earlier. All notices shall be sent to the address set forth below:

If to Zoho:

Zoho, Inc.
Attn: Legal Dept.
4141 Hacienda Drive,
Pleasanton CA 94588
Phone: (925) 924-9500
Fax: (925) 924-9600

If to Partner:

Ismael Belkhat
WibGapps SARL
203 bd Zerktouni
Maarif, Casablanca, Morocco
+212 6 94 86 86 86
m:+212 6 63 64 64 64
ismael@wibgapps.com
www.wibgapps.com

19. Amendments, Waiver.

Any term of this agreement may be amended or waived only with the written consent of both the parties.

20. Assignment.

Neither party may assign or delegate or otherwise transfer its licenses, rights or duties under this agreement except with prior written consent of the other party. Any prohibited assignment will be void.

21. Entire Agreement.

This agreement, including the attached exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements (oral or written), negotiations and communications between them with respect to the subject matter of this Agreement.

22. No Third Party Beneficiaries.

Nothing in this agreement is intended to confer any benefit, right or remedy upon any person other than the parties to this Agreement.

THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE.

This Agreement may be countersigned and executed electronically using the embedded Digisign function. Both Parties shall be bound by the terms and conditions of this Agreement as if it was signed in writing in paper format.

EXHIBIT A

ZOHO SERVICES COVERED IN THIS AGREEMENT

Zoho Services are provided by Zoho under the brand name of Zoho and can be accessed online by using commercially available Web browsers.

Reseller is authorized to resell the following Zoho services:

Zoho CRM (<http://crm.zoho.com>)

Zoho Mail (<http://mail.zoho.com>)

Zoho Campaigns (<http://campaigns.zoho.com>)

Zoho Projects (<http://projects.zoho.com>)

Zoho Reports (<http://reports.zoho.com>)

Zoho Support (<http://support.zoho.com>)

Zoho CRM Plus (<http://crplus.zoho.com>)

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EXHIBIT B

RESELLER CLASSIFICATION, FEES AND DISCOUNTS

1.	Territory	Morocco
2.	Reseller Classification*	Category 2
3.	Annual Subscription Fee (List Price)** 1. Zoho CRM 2. Zoho Mail 3. Zoho Campaigns 4. Zoho Projects 5. Zoho Reports 6. Zoho Support 7 Zoho CRM Plus	as per www.zoho.com
4.	Reseller Discount/ Referral Fee *** First three years of Subscription Fourth year of Customer Contract Term	25% 15%
5	Integration with Reseller application or Hosted Services	NA
6.	Collection of Subscription Fees	Partner or Zoho
7.	End User Support	Partner or Zoho

Reseller Classification Definitions:

*Category I – Reseller redirects or refers prospective End Users to Zoho website. End Users access Zoho Services from Zoho Website. Reseller shall be entitled to the specified Reseller Referral Fee

Category II – Zoho Services are accessed by End Users or Subscribers from Reseller's website and Reseller actively promotes Zoho Services. Or: Reseller directs End Users or Subscribers to Zoho website or other partner websites and transactions with Zoho shall be managed by Zoho (Resellers shall receive their Reseller Discount in either case). Resellers in this category generally provide valued added services such as consulting and installation of other services or software applications. Zoho Services are not integrated with any service provided by Reseller. Zoho or Reseller shall collect Subscription Fee from End Users. Reseller shall be

entitled to the specified Reseller Discounts

Category III – Zoho Services are accessed by End Users from Reseller’s website or service. Zoho Services may be integrated with the service or software application(s) provided by Reseller listed in the table above. Reseller may collect Subscription Fees from End Users. Reseller shall be entitled to the specified Reseller Discounts. In the event that Zoho collects Subscription Fee from End Users, Reseller will be paid the appropriate fees per table above.

** Subject to change by Zoho.

***A full 12-month Reseller Discount shall apply to additional End User subscriptions added to an existing Customer Contract and shall commence from the first billing cycle and end on the last month of the twelve month billing cycle. Reseller Discount is subject to change. In cases where the Subscriber is a large entity and/or a substantial discount has to be provided to the Subscriber, the Reseller Discount will be determined on a case by case basis.

The information contained in this Exhibit B is “Confidential Information” as defined in this Agreement.

EXHIBIT C

PERMISSION TO USE ZOHO's TRADEMARKS

In accordance with Section 7 of this Agreement, Zoho hereby grants Partner its prior written approval to use and display the Zoho's trademark including the name 'Zoho' and logo as represented for the purpose of marketing End User Applications during the term of this Agreement.

ZOHO LOGO



The Zoho Alliance Logo provided below shall be displayed on Partner Website during the term of this Agreement.

ZOHO ALLIANCE LOGO



Partner agrees that the Zoho Trademark including the name and logos shall be used solely in the manner contemplated by this Agreement and subject to the terms and conditions of this Agreement.

This Agreement including this Exhibit C, may be countersigned and executed electronically using the embedded Digisign function. Both Parties shall be bound by the terms and conditions of this Agreement as if it was signed in writing in paper format.

Zoho Confidential 2008ZRv.2

Signature:  _____
Ismael Malkhayat (Aug 15, 2016)

Email: ismael@wibgapps.com