



## Reseller Agreement Letter of Intent

This document is to express the intent of Low Power Company, Inc., with principal place of business at 212 Thompson Sq., Mountain View, CA 94043, to enter into a reseller and/or distributor agreement with Data Guard Solutions, with its principal place of business located at 15507 S. Cicero Ave., First Floor, Oak Forest, Illinois 60452.

Low Power Company, Inc., (“Lopoco” or “OEM”) intends to enter into an contractual reseller agreement with Data Guard Solutions (“Data Guard” or “Reseller”). The purpose of this agreement will be for Lopoco to sell its products including, but not limited to, computer hardware, software, services including cloud services, and professional services, to Data Guard for resale to its customers and partners throughout the world where allowed by US and international law. In addition, Data Guard may purchase Lopoco products for its own use.

As such, Lopoco will agree to exercise all reasonable due diligence to avoid competing against Data Guard with respect to the sale of OEM products to existing Data Guard customers, or to active Data Guard customer prospects. This aspect of the agreement will survive the termination of an exercised written contract by a period of 90 days. Data Guard recognizes that because Lopoco also sells many of its products directly via an ecommerce web site, inadvertent mistakes can happen, but those mistakes can also be rectified in some cases. Special pricing will be afforded to Reseller that will not be available to most direct customers of Lopoco, so that Reseller can mark up the product but still be price competitive in the market place.

This agreement will be of a non-exclusive nature, with the exception of Data Guard customers in the following countries: Saudi Arabia, Kuwait, the United Arab Emirates, Qatar, Bahrain, and Oman. For sales by Data Guard of OEM products that will be installed in those countries, or which will be principally consumed or applied (with respect to cloud services or professional services) to operations inside the borders of those countries, Lopoco will agree to an exclusive relationship with the Reseller provided the reseller meets certain minimum purchase amounts to be negotiated. The term of the exclusive arrangement will be for 6 months after the execution of the written contract, with an automatic renewal for another six months if the minimum purchase levels are in fact met. An option to extend the term of the exclusive agreement for an additional year after the initial year will also be available.

While the exclusive part of the agreement only applies to products destined for the aforementioned countries, Lopoco also understands that too much competition, including direct undercutting product pricing to end customers, in the long run hurts the OEM, the Reseller, and the end customer, and it is the intention of Lopoco at this time to maintain and renew a mutually beneficial relationship with Data Guard for a period far beyond the specifics already mentioned in this letter.

Signed  
Andrew Sharp, CEO  
October 12, 2014