

**MANAGEMENT-WARE SOLUTIONS
SOFTWARE RESELLER AGREEMENT
230 Henri-Bourassa E, #205
Montreal (Quebec), H3L1B8, Canada
Tel.:+514-381-7722 Fax: 1+514-381-7725**

Please print this order form, fill it out, sign the bottom of each page, and fax it to us at 1+ 514 381 7722.

This reseller program agreement ("**Agreement**"), made this (Month & Date) _____ (Year) _____ by and between Management-Ware Solutions Incorporated, a business formed and operating under laws of Quebec, having its principal place of business in Montreal, Quebec, hereinafter after referred to as "**Manufacturer**" and _____ hereinafter referred to as "**Reseller**".

Witnesseth:

1. Whereas, Manufacturer has acquired unique experience, special skill, technique and knowledge in the development, manufacture and provision of Management-Ware Solutions software, tools, encoders and licenses for use and application in the commercial business market, hereinafter referred to as "**Software**".
2. Whereas, Manufacturer is offering a duly copyrighted product, and whereas the aforementioned has distinctive and valuable significance to the public, and **Reseller** desires to resell software to their customers, hereinafter referred to as "**Client**". Now therefore, the parties mutually agree as follows:

Qualification: RESELLERS THAT INTEND TO ORDER ONLY ONE TIME DO NOT QUALIFY FOR THE RESELLER PROGRAM. TO QUALIFY AS A RESELLER IN OUR RESELLER PROGRAM, RESELLER AGREES TO PROVIDE AT LEAST ONE OF THE FOLLOWING MARKETING PROMOTIONS TO MANAGEMENT-WARE SOLUTIONS TO ENCOURAGE FUTURE SALES. PLEASE CIRCLE THE PROMOTIONS THAT RESELLER IS PROVIDING:

1. If Reseller has a printed product catalog, Reseller must promote Management-Ware Solutions products in their printed product catalog.
2. If Reseller has website where products are sold, Reseller must promote Management-Ware Solutions products at their website. This option can be also be automated by our affiliate program.
3. If Reseller has a product database that is shared with at least 20 other organizations, Reseller must promote Management-Ware Solutions products in this database.

Software Distribution, Licensing and Tampering:

1. **THE RESELLER PROGRAM REQUIRES YOU TO RESELL THE PRODUCTS TO ANOTHER ORGANIZATION; YOU MAY NOT USE A RESELLER PROGRAM TO PURCHASE PRODUCTS FOR YOUR COMPANY, ANY SISTER ORGANIZATION, OR ANY SUBSIDIARY - Any such use is a violation of this Agreement and the applicable Software License Agreement.**
2. Manufacturer's Software (including licenses for the software) are protected by copyright law and international treaties. Reseller may not alter, merge, modify, or adapt Software in any way including reverse engineering, disassembling or decompiling. Unauthorized

- reproduction or distribution of Software, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
3. Manufacturer's Software has been labeled with a unique serial number on the CD ROM. After purchase by Client, Client will be required to reveal the serial number(s) for Software updates or technical support. Reseller may not alter, copy or create serial numbers or licenses for Software. Reseller shall not change the license type of Software or distribute Software or a Software License that has not been purchased from Manufacturer.
 4. Reseller shall consult Client to determine the appropriate license to sell to Client for Software. Reseller shall not knowingly sell Software to Clients that violate the Software license agreement. For example, reseller shall not sell a Single User License to a client for use on more than one computer. Manufacturer's License Agreements may be viewed by the links provided at the bottom of each product page.
 5. In the event an affiliate cookie was active or an order was placed by an affiliate link for our affiliate program, the Reseller will still be given the discount and the affiliate will not receive the credit.
 6. Reseller shall not distribute Software electronically unless authorized in writing by Manufacturer.

Software Resale Process; Below is the process used to resell our software.

1. **Obtain Reseller Code** - after completion of this agreement, Reseller will be supplied a "Reseller Code" that is used to purchase any product from our website at the reseller discount rate. The "Reseller Code" is good for 1 year and allows 35% off the purchase price.
2. **Add Products to Shopping Cart** - from our website, add the products you wish to resell to your shopping cart. You may use our site index at: <http://www.management-ware.com>
3. **Shipping Address** - during checkout, Reseller must enter the information in the Shipping Address section of the customer that will use the software. All software will be licensed to the organization listed in the Shipping Address.
4. **Enter your Reseller Code** - Enter the discount code in the shipping options page of the order process - that allows you to obtain your reseller discount.
5. **CD Drop Shipping** - only one (1) CD is shipped per product per order. The cost of the CD is \$9.99, plus shipping and handling and is not part of the reseller discount. You must choose the "Software on CD" option to have us drop ship the CD to your customer.
6. **Downloaded Software** - may be forwarded to the Client while the Client waits for CDs to arrive.
7. **Note** – our free edition software can be distributed by anyone. If a company would like to include one of our software in a special kit, that enterprise will need a writing authorization of Management-Ware Solutions.

Software Sale, Stock and Pricing:

1. **Here is no minimum order** - Orders and reorders of Software for resale by Reseller can be done at any time (download link).
2. **One CD Per Order** - Only one CD is shipped per order that is drop shipped.
3. **Distribution to Reseller** - Payment is processed and software is shipped by a third party distribution company. For problems with your order please [contact us](#). **Payment by credit card is preferred**, but may also be made by PO, check or Wire Transfer to Management-Ware Solutions.
4. **Reseller's Cost** - It is hereby agreed that Reseller shall purchase from Manufacturer the Software at a 35% discount from the current retail price. Manufacturer's prices are subject to change without notice.

5. **Shipping Costs** - There is a shipping and handling fee assessed based on shipping options selected per CD. Shipping charges are subject to change without notice.
6. **Applicable Taxes** - Reseller shall be responsible for all applicable state and local sales tax collection as well as any import duties or VAT fees and payment.

Technical Support and Documentation:

1. Manufacturer shall make available product and support materials deemed necessary by Manufacturer for proper operation by Reseller. Manufacturer currently provides technical support at the following URL: <http://www.management-ware.com/shop/support.php>
2. Manufacturer agrees to attach manual within the CD ROM and/or ZIP file to provide installation procedures to Reseller or Client. Manufacturer will additionally consult and advise Reseller or Client if requested, by Internet mail or by phone.
3. Manufacturer grants Reseller the right to use the proprietary marks, logos, version name, a continuing source of product as long as this agreement is in effect and to be identified as a member of the Manufacturer field organization in connection with the operations of a business providing the Software for as long as this agreement is in force and effect.
4. Manufacturer grants Reseller the right to link to evaluation versions of Software which can be found at Manufacturer's website.
5. Manufacturer hereby assigns Reseller to conduct business as a Reseller.

Proprietary Product:

1. **Value** - It is expressly recognized that any and all goodwill associated with identified logos and version names of Software accrues directly and exclusively to the benefit of Manufacturer, and that on the expiration or termination of the Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Reseller's activities as granted under proprietary marks.
2. **Obligations** - Reseller shall not make purchases or perform any other activity or incur any obligation of indebtedness in such a way as to in any way obligate Manufacturer for said acts.

Status and Liability:

1. **Status** - This Agreement does not constitute Reseller as Agent, legal representative, joint venture, employee or servant of Manufacturer for any purpose whatsoever; and it is deemed understood between parties that Reseller shall be an independent contractor and is in no way authorized to make any license, contract, agreement, warranty or representation on behalf of Manufacturer, or to create any obligations expressed or inspired on behalf of Manufacturer beyond the regular sales of Software.
2. **Liability** - Under no circumstances shall Manufacturer be liable for any act, omission, debt or other obligation of Reseller. Reseller shall indemnify and hold Manufacturer harmless against any such claim and the cost of defending such claims arising directly or indirectly in connection with Reseller's operation of the Reseller program, with the exception of a breach of this Agreement by Manufacturer. Manufacturer shall likewise hold Reseller harmless against any such claim and the cost of defending such claims arising directly or indirectly in connection with Manufacturer's breach of this Agreement.

Transfer Rights and Resale Privileges:

1. Reseller may sell or transfer the rights under this agreement provided the provisions of this agreement and the procedures for such transfer applicable to all Resellers are fully

complied with. Reseller shall not assign, sell, or transfer any right under this agreement without prior written consent from Manufacturer.

2. If a proposed transfer would have the effect of transferring the Reseller program to a person other than the original signatories to the Agreement, it is mutually agreed that the transferee will execute the Agreement then being offered to all new Resellers.
3. In the event of Resellers' deaths - The legal representative of said individuals shall within 60 days of death advise Manufacturer of the person who will operate the Reseller program.

Termination; Except for purposes of resale or transfer as provided above, this Agreement may be terminated only by Reseller or by Manufacturer as provided below:

1. **By Reseller** - Reseller may terminate this Agreement at any time by notifying Manufacturer in writing at least 30 days prior to the proposed terminal date, of Reseller's intent to cancel this Agreement. Reseller assumes responsibility for complete payment and discharge, on or before the terminal date, of all obligations, both to Manufacturer and to other parties, incurred by Reseller in the operation of this business.
2. **By Manufacturer** - Manufacturer may terminate this Agreement at any time upon 30 days notice. Termination will ensue if Reseller has failed to make timely payment of any such monies owing to Manufacturer or has violated a provision of the Agreement and has been notified in writing of such default, and has failed to remedy such default with 30 days of giving such notice.
3. **By Manufacturer (due to change of distribution method)** - Manufacturer may decide to distribute products through a distributor at a future date. The purpose of the distributor will be to handle technical support and distribute our products to resellers. Upon such an arrangement, Reseller will be notified and shall make arrangements to purchase products for resale from the distributor within 30 days of this notification.

Covenants:

1. **Reseller agrees** that during the term of the Agreement and for a period of one year after expiration or termination of this Agreement, regardless of the cause of termination, Reseller shall not divert or attempt to divert any business of, or any former or existing customers of the Manufacturer to any competitor of the Manufacturer, by direct or indirect inducement, or otherwise regardless of geographic location.
2. **Manufacturer agrees** not to intentionally solicit any business from any customer of Reseller with whom Manufacturer is placed into contact with by Reseller during the term of the Agreement and for a period of one year after expiration or termination of this Agreement with the following exceptions that will not be considered a breach of this Agreement: (1) Any customer of Reseller may respond to any form of advertising by Manufacturer and order products from Manufacturer as long as Manufacturer is not directly targeting Reseller, (2) any customer of Reseller may order products from Manufacturer that are not offered by Reseller and (3) any former customer of Manufacturer shall have the right to order directly from Manufacturer.

Contract Administration:

1. **Applicable Law** - This Agreement after review by Reseller, was accepted in the province of Quebec, in Canada and shall be interpreted and construed under the laws thereof, which laws shall prevail in the event of any conflict of laws.
2. **Entire Agreement** - The Agreement constitutes the entire, full and complete agreement, understandings, representation, conditions, and covenants by and between the parties hereto. Neither party shall be liable for any representation made unless expressly set forth herein, and the Agreement may not be modified or amended except in writing signed by both parties hereto.

3. **Disclaimer** - Reseller acknowledges that Reseller understands the Manufacturer's Reseller Program and recognizes that the business venture contemplated by this Agreement involves business risks and will largely be dependent upon the ability of the Reseller as an independent business person. Manufacturer expressly disclaims the making of, and Reseller acknowledges that the Reseller has not received any guaranty, express or implied, as to the potential volume, profits, or success of the business venture contemplated by the Agreement.
4. **Modification** - From time to time, this agreement may be modified in writing by the signing of all parties, hereto which modification shall become a part of this agreement.

Reseller Information:

Business Name : _____

Website URL: _____

First Name : _____

Last Name : _____

Address : _____

City : _____

State / Province : _____

ZIP Code : _____

Country : _____

Phone number : _____

Email address : _____

(Please print clearly)

As the Reseller, what promotions is Reseller providing:

Reseller (*Must be completed by a director, officer or manager of Resellers' organization, reseller must also sign each page of the printed form*). Under penalty of perjury, I agree to this reseller contract and I declare all information above is true and accurate to the best of my knowledge.

Signature:

_____ Date _____ (mm/dd/yy)

Printed Name: _____

Title: _____