

VALUE ADDED RESELLER AGREEMENT

Agreement No. _____

Date: _____

THIS AGREEMENT is made between [MANUFACTURER] (the "Manufacturer"), a corporation having offices at [address] and [RESELLER] ("Reseller") a corporation having offices at [address]. Manufacturer hereby appoints Reseller as a value-added reseller ("VAR") on a nonexclusive basis, in accordance with the terms and conditions of this Agreement which consists of this signature page and the following Schedules and Exhibits, each of which is incorporated herein by this reference ("Agreement"):

- Schedule "A" - General Terms and Conditions
 - Part "A" - Export Restricted Countries
- Schedule "B" - VAR Terms and Conditions
 - Part "A" - Application Packages
 - Part "B" - Target Market Description
 - Part "C" - Software Sublicense Terms
 - Part "D" - Discount Terms

THE PARTIES HAVE READ THE ENTIRE AGREEMENT, UNDERSTAND THAT THE GENERAL TERMS AND CONDITIONS APPLY FULLY TO ALL SCHEDULES AND EXHIBITS, AND HAVE THE REQUISITE LEGAL AND OTHER AUTHORITY TO EXECUTE THIS AGREEMENT AND PERFORM THEIR RESPECTIVE OBLIGATIONS HEREUNDER.

MANUFACTURER

Per: _____

Per: _____

RESELLER

Per: _____

Per: _____

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1. Definitions

- (a) "Customer" means a current or prospective end-user of the Products, excluding any entity that directly or indirectly owns or controls or is owned or controlled by Reseller.
- (b) "Hardware" means hardware products sold by Manufacturer.
- (c) "Insolvent" means that a party:
 - (i) ceases to conduct business in the normal course;
 - (ii) becomes insolvent;
 - (iii) enters into suspension of payments, moratorium, reorganization or bankruptcy;
 - (iv) makes a general assignment for the benefit of creditors;
 - (v) makes a statement in writing of its inability to pay its debts as they become due;
 - (vi) suffers or permits the appointment of a receiver for its business or assets, or
 - (vii) avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights.
- (d) "Manufacturer" means [MANUFACTURER], its affiliates and any wholly owned subsidiary of Manufacturer.
- (e) "Products" mean Hardware and Software.
- (f) ["Services" mean any of the Integration Services or Custom Services described in Schedule "___" performed by Reseller for a Customer.]
- (g) "Software" means software, in object code only, including documentation and related materials, furnished by Manufacturer under this Agreement, excluding software provided with a shrink-wrap license. Reseller agrees to be bound by the terms set forth in any shrink wrap license, unless it notifies Manufacturer of any objections and returns the applicable software to Manufacturer within _____ days of receipt thereof.
- (h) "Software Package" means any:
 - (i) Application Package described in Schedule "B", Part "A";
 - (ii) [custom package which is developed and/or licensed by Reseller for use with Products.]

2. Term and Termination