

# SOUTH RIVER TECHNOLOGIES, INC

## CERTIFIED BASIC RESELLER CHANNEL PARTNER PROGRAM AGREEMENT

Channel Partner  
Company Name

Address/City/State

Postal Code/Country

Contact Phone / Fax

Contact Name / Email Address

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This Agreement is between South River Technologies, INC. ("SRT") and the Reseller Channel Partner named above ("RESELLER") and establishes the terms and conditions for RESELLER's participation in the SRT Certified Reseller Channel Partner Program (the "Program").

### 1. RESELLER Qualification

1.1 In order to ensure adequate technical and marketing support to end users, eligibility to resell SRT software applications is subject to meeting requirements as described in the Program Materials attached hereto as Attachment B. These Program Materials contain a detailed description of the benefits to a RESELLER of as well as the requirements of a RESELLER under this program.

### 2. Relationships

2.1. RESELLER is an independent contractor engaged in purchasing SRT software applications for resale to its customers. RESELLER is not an agent or legal representative of SRT for any purpose, and has no authority to act for, bind or commit SRT.

2.2. RESELLER has no authority to make any commitment on behalf of SRT with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. RESELLER has no authority to modify the warranty offered with SRT software applications. RESELLER will indemnify SRT from liability for any modified warranty or other commitment by RESELLER not specifically authorized by SRT.

2.3. RESELLER will not represent itself in any way that implies RESELLER is an agent or branch of SRT. RESELLER will immediately change or discontinue any representation or business practice found to be misleading or deceptive by SRT immediately upon notice from SRT.

### 3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by RESELLER and SRT. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.2. SRT or RESELLER may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3.3. SRT may, from time to time, give RESELLER written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

### 4. The Program

4.1. RESELLER may exert efforts to market SRT software applications, and may have use of promotional materials supplied by SRT. It is RESELLER's responsibility to help its customers determine which system configuration would best serve their needs.

4.2. As defined in the Program Materials, RESELLER shall have sufficient technical knowledge of the SRT software applications in general, and may have access to appropriate SRT sales and technical training.

4.3. SRT does not represent that it will continue to manufacture any particular item or model of software application indefinitely or even for any specific period. SRT specifically reserves the right to modify any of the specifications or characteristics of its software applications, to remove any software application from the market, and/or to cease manufacturing or supporting it.

### 5. Limitation of Liability

5.1 UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL SRT BE LIABLE TO RESELLER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SRT HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

### 6. Use of SRT Trademarks

6.1. RESELLER acknowledges the following:

6.1.a. SRT owns all right, title and interest in the SRT names and logotypes.

6.1.b. SRT is the owner of certain other trademarks and tradenames used in connection with certain software applications.

6.1.c. RESELLER will acquire no interest in any such trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with SRT.

6.2. During the term of this Agreement, RESELLER may indicate to the trade and to the public that it is an Approved Reseller of the SRT software applications. With SRT's prior written approval, RESELLER may also use the SRT provided trademarks and tradenames to promote and solicit sales or licensing of SRT software applications if done so in strict accordance with SRT's guidelines. RESELLER will not adopt or use such trademarks or tradenames, or any confusingly word or symbol, as part of its SRT name or allow such marks or names to be used by others.

6.3. At the expiration or termination of this Agreement, RESELLER shall immediately discontinue any use of the SRT names or trademarks or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was a RESELLER of the SRT products.

### 7. Software Warranty

7.1. The warranty terms and conditions will be as specified in the published End User License Agreement as documented on SRT web site.

7.2. SRT'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 8. Software License

8.1 The software license terms will be specified in the published End User License Agreement as documented on SRT web site and any Software Maintenance Agreement entered into by the parties.

**9. Proprietary Information**

9.1 SRT and RESELLER shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

9.2 This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to SRT. RESELLER shall not have any right to manufacture or reverse engineer any SRT software applications.

**10. Intellectual Property**

10.1 RESELLER acknowledges that SRT software, the source code to the software, and all copyrights, patents, trade secrets, trademarks and other proprietary rights in the software recognized under the applicable law of the United States or of any foreign country where the software is used are owned solely and exclusively by SRT, and no provision in this Agreement is intended to be or shall be construed to be a transfer or conveyance of any such ownership rights in the software to RESELLER.

**11. Compliance with Laws**

11.1 RESELLER agrees to comply with all laws and regulations that are applicable to the business that RESELLER transacts. RESELLER agrees to indemnify and hold SRT harmless for all liability or damages caused by RESELLER's failure to comply with the terms of this provision.

**12. Government Contract Conditions**

12.1 In the event that RESELLER elects to sell SRT software applications to the U.S. Government, RESELLER does so solely at its own option and risk, and agrees not to obligate SRT as a subcontractor or otherwise to the U.S. Government. RESELLER remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. SRT makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations.

**13. Miscellaneous**

13.1 Notices under this Agreement must be sent by electronic mail, telecopy, registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.

This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. The State of Maryland law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". SRT and RESELLER will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.

**RESELLER**

Company \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SOUTH RIVER TECHNOLOGIES, INC.**

Signed \_\_\_\_\_

Print Name Matthew S. Ryan

Title Director, Channel Programs

Date \_\_\_\_\_

Channel ID \_\_\_\_\_

## Attachment A Reseller Participation Designation

RESELLER shall elect to participate in the SRT sponsored PROGRAM as defined in the following table:

Tier	Period	Gross Revenue Commitment	Discount	Program Fee (USD)	Program Selected (x)
<b>BASIC</b>	<b>Annual</b>	<b>None</b>	<b>5%</b>	<b>NONE</b>	<b>X</b>
Partner	Annual	None	15%	\$49	Not Available
Authorized	Annual	\$5000	20%	\$99	Not Available

### RESELLER Program Definitions:

Tier	Assigned (or anticipated) Program commitment for a 12 month term of the Program. Program level is reviewed quarterly. PROGRAM Level qualification is maintained by consistently achieving the “Gross Revenue Commitment”.
Period	Time frame for commitment. Averaged Quarterly.
Commitment	Average PERIOD gross US dollar value of licenses purchased from SRT over a 12 month term of the agreement.
Discount	The discount percentage (%) is subtracted from the advertised retail price of a SRT software application license. The resulting cost is the price paid by the RESELLER to purchase the software application license from SRT.
Program Fee	The set up fee to participate in the SRT RCP.