INDEPENDENT AGENT REP AGREEMENT (EXCLUSIVE)

THIS AGREEMENT by and between __________________________ (hereinafter “Principal”), a corporation duly organized and existing under the laws of the State of _______________________, and having its principal offices at _______________________; and ______________________ (hereinafter “Agent”), a corporation duly organized and existing under the laws of the State of _______________ and having its principal offices at __________________________.

RECITALS

WHEREAS, Principal is a proprietor of certain computer programming specifically defined herein as the “Products”;

WHEREAS, Agent has special knowledge concerning the identity of prospects in the “Territory” and has knowledge concerning the applicability of the Products to the business of such prospects;

WHEREAS, Principal wishes to appoint Agent as its exclusive marketing representative of the Products and to authorize Agent to provide certain services relating to such marketing efforts;

WHEREAS, Agent is willing to accept such appointment and to undertake to provide such services under the terms of this Agreement;

NOW THEREFORE, the parties agree as follows:

Article 1

PRODUCTS COVERED

1.1 The Products covered by this Agreement are listed by name or designation on Exhibit A to this Agreement [to be completed by document user] and consist of computer programs and associated end-user documentation offered generally to end-users by Principal under the terms and conditions of a certain form of license agreement. The form of license agreement is attached hereto as Exhibit B [to be completed by document user].

1.2 Principal offers enhancement and error-correction services with respect to the Products under the terms and conditions of a service agreement. The form of service agreement is attached hereto as Exhibit C [to be completed by document user].

Article 2

AGENT ASSIGNMENT

2.1 Subject to the terms and conditions hereof, Principal hereby designates and appoints Agent, for the term of this Agreement, as its exclusive representative for the solicitation of license and service agreements relating to the Products from end-users in the Territory hereinafter defined, and Agent hereby accepts such designation and appointment.

Article 3

AGENT DUTIES
3.1 Agent agrees for the period of this Agreement that it shall perform the following:

a. Promote and market the Products to prospective end-users by:

i. Identification of business organizations within the Territory that may benefit from use of the Products and are capable of paying the fees imposed under the license agreement and the service agreement;

ii. Contacting of such prospective licensees and arranging for and conducting competent and effective presentations relating to the Products;

iii. Performance of appropriate marketing efforts and promotion necessary to obtain duly executed license agreements and service agreements from potential end-users;

iv. Forwarding of executed license agreements and service agreements to Principal for Principal’s evaluation and acceptance;

v. Provision of a “Demonstration System” consisting of [identify configuration of computer equipment and accompanying operating system software] at the expense of Agent for the purposes of conducting demonstrations and performance benchmarks;

vi. Performance of demonstrations of the Products to prospective end-users at their premises or at locations arranged by and paid for by Agent, as necessary to demonstrate the Products effectively; and

vii. Serving as a point of contact for necessary communications between end-users and Principal with respect to the Products.

b. Prepare and submit to Principal on or before December 31 and June 30 of each year a complete and accurate written report of the activities of Agent hereunder, including, without limitation, the following:

i. A description of all promotional and marketing activities undertaken during the preceding six months setting forth the identity and addresses of prospective end-users;

ii. A summary of the nature of contacts made with such end-users and Agent’s assessment of results of such contacts; and

iii. A listing by identity and date of all license agreements and service agreements executed by prospective end-users and forwarded to Principal as a result of Agent’s activities.

c. Develop and furnish to Principal license agreements and service agreements acceptable to Principal such that the gross revenues to Principal shall be equal to a minimum of $__________ per calendar quarter attributable to performance of Agent. If the gross revenues to Principal in any calendar quarter pursuant to this Article do not equal a minimum of $__________, this Agreement may be terminated by Principal under Article 9.2 [or Agent shall, within 30 days of the end of such calendar quarter, pay to Principal the difference between the gross revenues actually received by Principal for such quarter and the minimum amount set forth herein].

3.2 Agent agrees that, in consideration of the grant of appointment by Principal as the exclusive agent for the Products in the Territory, Agent shall not during the term of this Agreement: [continued]
Article 4

LIMITED LICENSE AGREEMENT

4.1 Principal hereby grants to Agent during the term of this Agreement a personal, non-exclusive, non-transferable license to use two “Demonstration Copies” (in machine-readable form delivered on 5'/4-inch floppy disks) of each Product for purposes of demonstration to and in connection with the marketing of Products. Agent acknowledges and agrees that the Products are owned by and are proprietary to Principal and embody valuable copyrights and trade secrets of Principal. Agent agrees to accept two “Demonstration Copies” of each Product as forth in this Article 4.1. Agent shall make no additional copies of the copies that constitute the Product and shall not attempt to decompile to human-readable code in which the programs are delivered. Agent shall prevent unauthorized copying, dissemination, disclosure, or decompilation and from use. Agent shall use Products only for demonstration to prospective end-users. In each case, Agent shall (1) control and limit the use of Products for the specific prospective end-user; and (2) accompany the prospective end-user at all times that the Product is installed on such end-user’s computer and cause the deletion of all portions of the Product in which such Product resided. In addition, Agent shall hold in trust and confidence for Principal and use due care in protecting from disclosure all materials and information of Principal that are marked or identified by Principal as confidential information or trade secrets.

4.2 Agent shall have the authority to solicit the signature of end-users on Principal’s standard form of license agreement and standard form of service agreement as such forms of agreement may be revised from time to time and furnish to Agent. Agent has and shall exercise no authority to make any alterations in such agreements or to execute or accept such agreements on behalf of Principal. Agent shall inform all end-users that such agreements must be forwarded to Principal for consideration, acceptance, and execution by Principal in order for such agreement to be binding on Principal.

4.3 Agent has and shall exercise no authority to make statements or representations concerning the Products that exceed or are inconsistent with the marketing materials and technical specifications provided to Agent by Principal. Agent has and shall exercise no authority to bind Principal to any undertaking or performance with respect to the Products.

Article 5

ANCILLARY SERVICES

5.1 Agent is authorized to offer directly to end-users separately and independently of its reimbursable functions as Agent under this Agreement appropriate ancillary services, which shall include, but not be limited to, the following:

a. Assistance to end-users with the installation of the Products on end-users’ computer systems owned or leased by Agent and (2) on the computer system of a prospective end-user. In each case, Agent shall (1) control and limit the use of Products for the specific prospective end-user; and (2) accompany the prospective end-user at all times that the Product is installed on such end-user’s computer and cause the deletion of all portions of the Product in which such Product resided. In addition, Agent shall hold in trust and confidence for Principal and use due care in protecting from disclosure all materials and information of Principal that are marked or identified by Principal as confidential information or trade secrets.

b. Performance of technical training at end-users’ locations or at locations secured by Agent for end-users’ personnel relating to the Products; and