

INDEPENDENT AGENT REP AGREEMENT (EX)

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

RECITALS

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

WHEREAS, Agent has special knowledge concerning the identity of prospects in
and has knowledge concerning the applicability of the Products to the business of such pros

WHEREAS, Principal wishes to appoint Agent as its exclusive marketing repre
Products and to authorize Agent to provide certain services relating to such marketing effort

WHEREAS, Agent is willing to accept such appointment and to undertake to
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 E
Agreement *[to be completed by document user]* and consist of computer programs
end-user documentation offered generally to end-users by Principal under the terms
of a certain form of license agreement. The form of license agreement is attached
B *[to be completed by document user]*.
- 1.2 Principal offers enhancement and error-correction services with respect to the Pro
terms and conditions of a service agreement. The form of service agreement is att
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 appoint
term of this Agreement, as its exclusive representative for the solicitation of lice
and service agreements relating to the Products from end-users in the Territory here
and Agent hereby accepts such designation and appointment.

Article 3

AGENT DUTIES

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Product

3.1 Agent agrees for the period of this Agreement that it shall perform

- a. Promote and market the Products to prospective end-users by:
 - i. Identification of business organizations within the Territory that need the Products and are capable of paying the fees imposed under the terms of the service agreement;
 - ii. Contacting of such prospective licensees and arranging for and conducting 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 prospective 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 computer equipment and accompanying operating system software]* at the expense of Agent for the purposes of conducting demonstrations and performance benchmarking;
 - vi. Performance of demonstrations of the Products to prospective end-users at the premises of such end-users 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 Agent and Principal with respect to the Products.
- b. Prepare and submit to Principal on or before December 31 and January 31 of each year a complete and accurate written report of the activities of Agent hereunder. In the absence of limitation, the following:
 - i. A description of all promotional and marketing activities undertaken by Agent during the 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 the results of such contacts; and
 - iii. A listing by identity and date of all license agreements and service agreements entered into by prospective end-users and forwarded to Principal as a result of Agent's efforts.
- c. Develop and furnish to Principal license agreements and service agreements acceptable to Principal such that the gross revenues to Principal shall be a minimum of \$_____ per calendar quarter attributable to products sold to Principal. If the gross revenues to Principal in any calendar quarter pursuant to this Agreement are less than a minimum of \$_____ this Agreement may be terminated by Agent pursuant to 9.2 [or Agent shall, within 30 days of the end of such calendar quarter, refund to Principal the difference between the gross revenues actually received by Principal and the minimum amount set forth herein].

3.2 Agent agrees that, in consideration of the grant of appointment by Principal for the Products in the Territory, Agent shall not during the term of this Agreement

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or offer to represent or (2) market, sell, or distribute, computer directly with the Products.

Article 4

LIMITED LICENSE AGREEMENT

- 4.1 Principal hereby grants to Agent during the term of this Agreement a nontransferable license to use two "Demonstration Copies" (in machine-readable form on 5 1/4-inch floppy disks) of each Product for purposes of demonstration to end-users in connection with the marketing of Products. Agent acknowledges and agrees that the Products and the "Demonstration Copies" are owned by and are proprietary to Principal and embody valuable copyrights of Principal. Agent agrees to accept two "Demonstration Copies" of each Product as set forth in this Article 4.1. Agent shall make no additional copies of the code that constitute the Product and shall not attempt to decompile to human-readable code the machine-readable code in which the programs are delivered. Agent shall prohibit any unauthorized copying, dissemination, disclosure, or decompilation and reproduction of the Products. Agent shall use Products only for demonstration to prospective end-users on 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 purpose of demonstration; (2) accompany the prospective end-user at all times that the Product is installed on the prospective end-user's computer; and (3) upon completion of the demonstration, remove the Product from such end-user's computer and cause the deletion of all portions of the Product that were installed in which such Product resided. In addition, Agent shall hold in trust and custody all materials and information marked or identified by Principal as confidential information or trade secrets and use due care in protecting from disclosure all materials and information 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 license agreement and standard form of service agreement as such forms are revised from time to time and furnished to Agent. Agent has and shall exercise the 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 approved by Principal for consideration, acceptance, and execution by Principal in order for such agreements to be binding on Principal.
- 4.3 Agent has and shall exercise no authority to make statements or represent Products that exceed or are inconsistent with the marketing materials and terms provided to Agent by Principal. Agent has and shall exercise no authority to undertake 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 independent of the Products the following functions as Agent under this Agreement appropriate ancillary services, which shall not be limited to, the following:
- a. Assistance to end-users with the installation of the Products on end-user computer systems;
 - b. Performance of technical training at end-users' locations or at locations convenient to end-users' personnel relating to the Products; and

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