

INDEPENDENT AGENT REP AGREEMENT (No

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

RECITALS

WHEREAS, Principal is a proprietor of certain computer programming specific
as the Products;

WHEREAS, Agent has special knowledge concerning the identity of prospec
and has knowledge concerning the applicability of the Products to the business of such p

WHEREAS, Principal wishes to appoint the Agent for the marketing of the
provision of certain services relating to such marketing efforts; and

WHEREAS, Agent is willing to accept such appointment under the terms of this

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
Agreement *[to be completed by document user]* and consist of computer progr
end-user documentation offered generally to end-users by Principal under the te
of a certain form of license agreement. The form of license agreement is attache
B *[to be completed by document user]*.

1.2 Principal offers enhancement and error-correction services with respect to the
terms and conditions of a service agreement. The form of service agreement is
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 appo
term of this Agreement, as its non-exclusive representative for the solid
agreements and service agreements relating to the Products from end-user
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

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Product

- a. Promote and market the Products to prospective end-users by:
 - i. Identification of business organizations within the Territory that market 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 with 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 [Itemize equipment] of Agent for the purposes of conducting demonstrations and performing the Products;
 - vi. Performance of demonstrations of the Products to prospective end-users on the premises of such end-users or at locations arranged by and paid for by Agent 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 June 30 of each year a complete and accurate written report of the activities of Agent hereunder during that limitation, the following:
 - i. A description of all promotional and marketing activities undertaken 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.

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Article 4

LIMITED LICENSE GRANT

- 4.1** Principal hereby grants to Agent during the term of this Agreement a personal, nontransferable license to use two "Demonstration Copies" (define media format) for purposes of demonstration to prospective end-users in connection with the Products. Agent acknowledges and agrees that the Products are owned by Principal and embody valuable copyrights and trade secrets of Principal. Agent shall make two Demonstration Copies of each Product on such terms. Agent shall make copies of the computer programs comprising the Product and shall not attempt to

programs. Agent shall protect Products from unauthorized copying, decompilation or other unauthorized use. Agent shall use Products only on computer systems owned or leased by Agent and not on the computer system of a prospective end-user. In each case, Agent shall (1) control the use of Products for the specific purpose authorized; (2) accompany the prospective end-user during the installation of the Product at the site of such prospective end-user; and (3) after the demonstration, remove the Product from such end-user's computer and delete all portions of the Product from computer files in which such Product resides. Agent shall hold in trust and confidence for Principal, and use due care in protecting the confidential materials and information of Principal that are marked or identified by Principal as confidential information or trade secrets of Principal.

- 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 filed with 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 representations about the 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 make 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 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's computer systems;
 - b. Performance of technical training at end-users' locations or at locations convenient to end-users' personnel relating to the Products; and
 - c. Provision of telephone hot-line service and consulting support to end-user's trained personnel respecting the documentation, functions, and operation of the Products.
- 5.2 The terms, conditions, and charges for such ancillary services shall be established in writing with end-users. Agent shall inform end-users (1) that Principal's obligations under this Agreement are contained in the license agreement and service agreement and that services are provided on Agent's own account and (2) that Agent remains solely responsible for such services.

Article 6

OBLIGATIONS OF PRINCIPAL

- 6.1 Principal shall:
 - a. Promote the Products as it deems, appropriate with national and local advertising.

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