



BUSINESS ALLIANCES

ProForce Resale Partner Program

Software Vendor Business Alliance Agreement

Instructions

Attached is the Software Resale Plan Business Alliance Agreement for you to review, sign, and deliver to ProForce as described below:

Once completed, please mail two signed originals to:

ProForce, Inc.
Attn: Contracts Administrator, Legal Services
9912 Stevens Avenue South
Bloomington, MN 55420-4931
USA

If you have additional questions please call us at: 1-800-651-5520 or
email: support@digitizedsoftware.com

-- The ProForce Business Alliance Team



BUSINESS RESELLER ALLIANCE AGREEMENT

THIS PROFORCE BUSINESS ALLIANCE AGREEMENT made this ____ day of _____, 200__ (the "Effective Date"), by and between **ProForce Corporation** a Minnesota corporation with its principal place of business at 9912 Stevens Ave So, Minneapolis, MN 55420 and _____ ("Company"), a _____ corporation with its principal place of business located at _____.

WHEREAS, the ProForce Software Business Alliance Program is a Resale Service program in which ProForce provides software programs, resources and information to its partners to enable them to develop retail sale profits.

WHEREAS, this Agreement is to serve as the document which more formally defines such an alliance;

NOW THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

DEFINITIONS

As used in this Agreement the following terms shall have the indicated meanings:

"ProForce Software" means the computer software programs and related documentation provided by ProForce to Company and identified in the Schedules Exhibits A, B, C and D, that may be amended from time to time, and any and all upgrades, updates, enhancements, translations, adaptations, modifications, compilations, arrangements, or selections provided to Company by ProForce from time to time.

"Integrated Application", means the proprietary application developed by the Company that makes the Company Software compatible with the ProForce Software.

"ProForce Software" means the computer software programs identified in the ProForce Product Schedule B attached hereto.

This Software Resale's Agreement ("Agreement" or "Reseller Agreement") is a contract between you and ProForce Corporation, and is required for Resale Service and 30-day \$2000 monthly credit towards product sales and services (collectively the "Service"). This Agreement affects your rights and you should read it carefully. We encourage you to print the Agreement or copy it to your computer's hard drive for your reference. For additional information about the Service and how it works, please also consult your ProForce Corporation Representative. In this Agreement, "you" or "your" means any person or entity using the ProForce Software Reseller Service. Unless otherwise stated, "we" or "our" will refer collectively to ProForce Corporation, and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

The headings to the clauses in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. By clicking "I Agree", "I Accept"; "Submit", or "Mailing" "Faxing" "E-mail" delivery of a signed Reseller Agreement Contract to ProForce you agree to the terms and conditions of this Agreement, the ProForce Corporation Privacy Policy, and any documents incorporated by reference. You further agree that this Reseller Agreement forms a legally binding contract between you and ProForce Corporation, and that this Agreement constitutes "a writing signed by you" under any applicable law or regulation. ProForce Corporation reserves any rights not expressly granted herein. This Agreement is subject to change by ProForce Corporation without prior notice (unless prior notice is required by law), by posting of the revised Agreement on the ProForce Corporation Web-site, or by e-mail notification of all policy updates. Unless otherwise specified, all references to a "bank" in this Agreement include savings associations and credit unions, and all references to a "credit card" include Visa, MasterCard, or American Express branded debit cards. This Agreement was last modified on Jan. 31, 2002.

I. The Legal Relationship between You and ProForce Corporation

Upon Reseller Service acceptance, ProForce Corporation shall grant you a limited license to sell our software products, and also fulfill orders at 65% wholesale plus-shipping fees, paid at time of drop-ship order by means of an online credit card processing form supplied by ProForce. By registering for Reseller Service, you appoint ProForce Corporation as your agent to drop-ship orders, to your customers on your behalf in accordance with your instructions, subject to the exact wholesale fees for fulfilling the combined retail software sold (paid-upon-ship-order), by you, while conforming with all the terms and restrictions of this Agreement. ProForce Corporation will at all times supply you with a secured VeriSign charge form, and will not use your card or information for any other purpose. You acknowledge that (I) ProForce Corporation is not a bank and that the ProForce Reseller Service is simply a payment processing service rather than a banking service, and (ii) ProForce Corporation is not acting as a trustee, fiduciary or escrow agent with respect to your funds, but is acting solely as your fulfillment/distributor by drop-shipping your products. By initiating and sending payment information for our Reseller Services, you appoint ProForce Corporation on your behalf as your wholesale distributor and shipping agent for fulfillment of Reseller product sales, subject to the terms and restrictions of your Reseller Agreement. ProForce Corporation will obtain product and shipment funds upon your use of an active Visa, MasterCard, Discover, American Express, or other credit card issued in your name only, through your sole use of a secured VeriSign online processing form. When payment is accepted (which will occur instantly), ProForce will be process your order. You remain liable for resolving later canceled or any other charge back debit relative to the transactions, and to conform to posted store policy guidelines.

You may cancel the ProForce Reseller Service upon sending ProForce Corporation in writing, notification with respect to withdrawing from the Reseller Program, subject to any outstanding funds owed for products or services. ProForce Corporation will not become your agent and you will have no claim to Reseller Services unless and until you register for Reseller Service and indicate your acceptance of the contractual and payment terms.

II. Reseller Eligibility

In order to use the Reseller Service, you must be the registered owner of the business or online storefront, and have the ability to process credit card purchases online, and have a credit card in your name for payment of ProForce wholesale charges incurred for product sales and drop-ship deliveries.

You must be at least 18 years of age to register for Reseller Service.

You must purchase all Genuine ProForce Products from ProForce or an Authorized ProForce Distributor. Examples of Genuine ProForce Products include, but are not limited to software. You shall not identify ProForce software products that you market, advertise, or sell as "Adobe or Microsoft " manufactured programs or promote in misleading fashions. However, you may use the ProForce® Logos, names, and any ProForce-approved merchandising materials, subject to the terms of this agreement.

No Delinquent Accounts.

Should your charge card charges for processing orders be recurrently rejected, ProForce Corporation reserves the right to terminate your Reseller Service account and restrict you from the Reseller Service going forward from time and date of such ProForce notification.

Registration Information.

You agree to provide true, accurate, and complete registration and credit card information and to maintain and promptly update your information as applicable. You agree not to impersonate any other person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, ProForce Corporation has the right to terminate your use of the Reseller Service and ProForce Corporation, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

You authorize ProForce Corporation, directly or through third parties, to make any inquiries we consider necessary to validate your Reseller registration. This may include ordering a credit report and performing other credit checks for verifying the information you provide against third party databases. ProForce shall protect personal information supplied with Reseller Service application, with professional standards posted in ProForce Corporation's Privacy Policy Statement. ([View](#))

International Use.

To be eligible for a Reseller Service account, you must be a resident of the United States or one of the approved countries listed in the below table:

Argentina	Germany	Mexico
-----------	---------	--------

Australia	Greece	Netherlands
Aigüilles	Hong Kong	New Zealand
Austria	Iceland	Norway
Belgium	India	Portugal
Brazil	Ireland	Singapore
Canada	Israel	South Africa
China	Italy	South Korea
Costa Rica	Jamaica	Spain
Denmark	Japan	Sweden
Dominican Republic	Luxembourg	Switzerland
Finland		United
France		

International Resellers, unlike U.S. Resellers, must maintain positive funds with ProForce Corporation for acceptance into the Reseller Service program. All fees, and all transactions, are made in U.S. dollars and may be subject to exchange rates. We will always expect payment for International orders and shipment in U.S. dollars. *IT IS PROFORCE CORPORATION'S ASSUMPTION THAT INTERNATIONAL RESELLERS ARE SIGNING UP FOR A PROFORCE RESELLER ACCOUNT ONLY AFTER DETERMINING THAT OPENING AND MAINTAINING A PROFORCE CORPORATION ACCOUNT VIOLATES NO LAWS OR REGULATIONS IN THEIR RESPECTIVE COUNTRY AND JURISDICTION.*

If you are an international user, you warrant that you are violating no law or regulation by your use of ProForce Corporation, and you indemnify us for all liability that might arise from your use of ProForce Corporation. Prohibited Transactions.

You agree that you will not use ProForce Corporation's Reseller Service to illegally market products or services, including but not limited to countries the U.S. Government restricts. Further, you agree not to infringe the intellectual property rights of ProForce Corporation, or advertise products at any price except the suggested retail price. You will not use the Reseller Service, the ProForce Corporation Web-site, the Reseller tools, or any of the services offered therein for any unlawful or fraudulent activity. You shall comply with all Department of Commerce Export Regulations governing ProForce products including but not limited to transfer to individuals and/or companies denied export/import privileges or involved in certain nuclear, missile and chemical/biological weapons activities. If ProForce Corporation has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Reseller Service may be suspended or terminated. You will cooperate fully with ProForce Corporation to investigate any suspected unlawful, fraudulent, or improper activity, including but not limited to granting authorized ProForce Corporation representatives "guest" or "member" access to any password-protected portions of your Web site.

You also agree not to use your ProForce Corporation Reseller account to sell affiliations, business opportunities, franchises, multilevel marketing, or goods with delivery delayed more than 7 days from the date of payment. You agree not to impersonate a ProForce Corporation Reseller or a ProForce Corporation representative, or to request that a ProForce Corporation customer provide you with their password or other information to access their account.

Electronic Communications.

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your Reseller account and/or your use of the Service ("Software Resale"), may be provided to you electronically and you agree to receive all Communications from ProForce Corporation in electronic form. Electronic Communications may be posted on the pages within the ProForce Corporation Web-site and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. ProForce Corporation reserves the right but assumes no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying ProForce Corporation of your decision to do so by contacting us in writing or by telephoning customer service. If you revoke your consent to receive Communications electronically, ProForce Corporation may terminate your right to use the Reseller Service.

E-mail.

You agree and warrant that you own a domain name, an Internet web-site, and have access to the Internet and to a current functional personal e-mail address. Although we will take reasonable steps to contact you based on information that you have provided us, ProForce Corporation will not be liable for any undelivered products or costs you may incur for not maintaining Internet access, e-mail account, or charge card. You have an AFFIRMATIVE OBLIGATION to provide ProForce Corporation with a correct and operational e-mail address, and to notify ProForce Corporation promptly as to any changes or cancellations of all e-mail addresses you provide ProForce Corporation.

Failure to provide ProForce Corporation with a current, working, functional, personal e-mail address, and/or failure to update ProForce Corporation in a change or cancellation of your e-mail address, credit card, or if ProForce Corporation has reason to believe that either have occurred may result in any or all of the following, non-exclusively: (1) the removal or deactivation by ProForce Corporation of a nonfunctional e-mail address or credit card related to your account; (2) the replacement of a secondary e-mail address as a new permanent e-mail address associated with your account; (3) an alteration to your user preferences regarding ProForce Corporation e-mail notifications; and/or (4) attempts by ProForce Corporation to reach you personally by phone, fax or postal mail. ProForce Corporation reserves the right to take measures to ensure the integrity of its Reseller Affiliates and expects that you, as a Reseller, will cooperate and keep your contact information current.

No, Spam.

You agree not to use e-mail addresses of ProForce Reseller Service customers to send unsolicited e-mail. You agree not to use unsolicited e-mail, Usenet, message board postings, or similar methods of mass messaging (Spam) to gather referral bonuses. The use of Spam to promote the Reseller Service has strict negative consequences. We will immediately and permanently terminate the account of any Reseller who has sent unsolicited e-mail targeting ProForce Corporation Software or -Reseller's customers to gain referrals or for any other purpose. In addition, you may be subject to state and federal penalties and other legal consequences under applicable law if you send unsolicited e-mail. Our Anti-Spam Policy is intended to protect our Resellers, the Internet, and us.

Confidentiality.

From time to time, ProForce may disclose to you Confidential Information. Such Confidential Information may also be disclosed by ProForce orally but will relate to or be embodied in a tangible document. ProForce may disclose Confidential Information to you and your employees at training events and through other means used to transmit this information to you and other ProForce program participants. In return for ProForce disclosing Confidential Information to you, you agree to the following Confidentiality Terms:

Your Obligations of Confidentiality.

You agree to maintain the confidentiality of the Confidential Information with at least the same degree of care that you use to protect your own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.

You will not disclose any Confidential Information to any third parties except to your employees who have a need to know the information to do their jobs and who agree to abide by these nondisclosure terms, which you agree to explain to them.

If you disclose Confidential Information to your employees, you agree to be responsible for their maintaining its confidentiality.

You will not make any copies of Confidential Information (or software) except paper documents when necessary for your employees with a need to know. Any copies that you make must be identified as belonging to ProForce and marked "ProForce Confidential". If you have entered into other confidentiality terms with ProForce, including but not limited to a ProForce Corporate Non-Disclosure Agreement ("CNDA"), the terms of this Agreement shall control only for Confidential Information shared pursuant to the Program. Certain ProForce channel programs may require you to enter into a written ProForce Confidential Non-Disclosure Agreement.

Each of the parties hereby undertake to the other to treat as confidential to that other all information received so marked and all other information in whatever form or medium transmitted concerning the other unless the disclosure of such information is reasonably necessary to exercise the rights and obligations granted in or imposed by this Agreement.

Should such information come into the public domain due to any breach of the obligations of confidentiality imposed by this clause, termination may be imposed. The obligations of confidentiality imposed in this clause shall not be considered breached if a party is required to disclose information to any governmental authority or court of competent jurisdiction or to its professional advisors on terms that such advisors agree in writing to treat such information as confidential.

Termination of Obligation of Confidentiality.

You agree to maintain the confidentiality of Confidential Information for a period of no less than two (2) years from when it is disclosed to you. However if one of the below events occurs, you are released from your obligations of confidentiality if the Confidential Information is:

Rightfully in the public domain other than by a breach of obligations of confidentiality to ProForce; rightfully received from a third party without any obligation of confidentiality;

Rightfully known to you without any limitation on use or disclosure before its receipt from ProForce, or generally made available to others by ProForce without restriction on disclosure.

Ownership of Confidential Information.

Title or the right to possess Confidential Information at all times remains with ProForce.

No Obligation of Disclosure; Termination.

ProForce has no obligation to disclose Confidential Information to you. ProForce may terminate these Confidentiality Terms at any time without cause by giving notice to you; but in the event of termination, your obligations of confidentiality towards the Confidential Information already disclosed to you remain in effect after such termination. ProForce may, at any time, cease giving Confidential Information (or service) to you without any liability, and/or request the return or destruction of all or part of Confidential Information disclosed to you, including any copies you might have made. You will promptly comply with such request, and if requested, confirm your compliance to ProForce.

No Waiver

ProForce failure to enforce any right resulting from any breach by you of any of these Confidentiality Terms will not affect any of ProForce rights relating to a later breach of such terms or any other right of Intel's under the terms of any Intel program.

Unclaimed Property.

If you do not access your Reseller Service for a period of one year, it will be terminated. After the date of termination.

Copyright and Trademarks.

Reseller hereby acknowledges that the Trademarks are the sole property of the ProForce Corporation, and that this Reseller Service Agreement confers on the Reseller no right whatsoever to use the Trademarks save as expressly granted herein. Reseller's may not alter copyright (c) 1999 intellectual material of ProForce Corporation. None of the software materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, disassembled, reverse engineer or otherwise attempt to recreate the source code or identify the structure, algorithms or concepts underlying the Programs, or be distributed in any form or by any means other than as described by ProForce Reseller Service Agreement, or with ProForces's prior written permission. All rights not expressly granted herein are reserved.

Closing Your Account.

You may close your account at any time by writing notification to ProForce Corporation. Upon closure of an account, any pending transactions will be processed. Any funds that we are holding in custody for you at the time of closure, less any applicable fees, will be paid to you by check, assuming all withdrawal related authentication requirements have been fulfilled (for example, you may not use closure of your account as a means of evading Resale responsibility, disputes, order fulfillment, and if pending issues remain at the time you close your account, ProForce Corporation may hold you responsible for up to 180 days as appropriate to protect ProForce Corporation for sale reversals, or disputes. You will remain liable for all obligations related to your Reseller account even after such account is closed. Termination of this Agreement, howsoever caused; shall be without prejudice to the rights of the parties accrued prior to the date of such termination. The obligations set out in this Agreement shall continue to be in force following termination where necessary to give proper effect to the rights and obligations therein.

Hacking.

If you use, or attempt to use the Reseller Service and products for purposes other than legal and mutually beneficial means, including but not limited to tampering, hacking, modifying or otherwise corrupting the software, software

security, or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

No Duplication.

You agree not to engage in behavior that could reasonably be construed as duplicating our Reseller Service Program, and agree not to engage in behavior that could reasonably be construed as solely self-beneficial.

Assign ability.

You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of ProForce Corporation. ProForce Corporation reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

Indemnification.

You agree to indemnify and hold ProForce Corporation, its affiliates, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out-of or relating to your use of the Reseller Service. Neither party have the right to create any obligation binding on the other save as expressly authorized in this Agreement.

Security Interest; ProForce Corporation's Right to Setoff.

You shall hereby grant to ProForce Corporation a lien on and security interest in any funds it receives from you in processing orders. In addition, you acknowledge that ProForce Corporation may setoff against any accounts or obligation owed to ProForce Corporation at any time and for any reason allowed by law. These obligations include both secured and unsecured debts you owe ProForce individually or together with someone else. ProForce Corporation may consider this Agreement as your consent to ProForce Corporation's asserting its security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to and apart from any other rights.

Choice of Law.

This Agreement is governed by and interpreted under the laws of the state of Minnesota, US as such laws are applied to agreements entered into and executed within Minnesota by Minnesota business owners or residents. The parties hereto irrevocably consent to the Minnesota courts having sole jurisdiction in respect of any dispute arising between the parties concerning the interpretation or application of its terms.

Proprietary Rights.

Upon termination of this agreement, and regardless of controversy or claim arising out of or relating to the Reseller Agreement or any provision of Reseller Service, you agree to return and/or sign a letter of destruction for any-and-all materials including: images, print literature, software, web-pages, marketing materials, and /or other materials originating from the ProForce Corporation affiliation.

Sales Tax.

Reseller's shall bear or recover from the customer, any sales tax arising on the sale of the product to the customer.

Misrepresentation.

Reseller's shall not make any representation or give any warranty in respect of the programs save as are consistent with the marketing materials supplied by the ProForce or that Reseller provides at Reseller's cost to the customer and shall not incorporate any copyright notice, trademark or propriety right legend in any copy of the Product supplied to customers except such as may be necessary to indicate that the Reseller acts as a retail distributor of the product on behalf of the ProForce.

III. Credit Card Requirement

New Account Startup Fee

U.S. Resellers. You need to have a authorized credit card in your or your business name before you can begin processing drop-ship orders. Once you become verified by payment of the "Resale Partner Plan Setup Fee" with a conforming credit card account, you can begin setting everything up for your product Resale service. Currently this ProForce Corporation Resale Plan Setup Fee is \$128 Your Resale Plan account will be considered Verified and

approved when ProForce Corporation processes the \$128 charge. ProForce Corporation reserves the right to decide that certain credit cards may not be used for Resale Plan Services.

International Resellers.

If you are an International Reseller, you will not be able to begin processing through the Reseller Service unless and until you have become International-Verified by confirming an e-mail address, valid credit card information, paid the \$128 startup fee, and deposited \$500 US funds with ProForce as a security deposit.

Charge Card Complaints.

If ProForce Corporation receives a complaint from Visa, MasterCard, American Express, or a card issuer regarding a Reseller's calling their credit card company to dispute ProForce Corporation Expense Numbers, that Reseller's account will be closed permanently.

Recipient Refusing Delivery.

When ProForce drop-ships an order to a Reseller's customer via regular US Postal service, although extremely rare, the recipient may claim they never received delivery. Resellers are liable for additional shipping and handling charges, and may select to cargo additional shipping fees for FED/EX tracked shipments. Resellers are free to use normal postal service if desired, and in such cases, Reseller is liable for any charges related to delivery problems. You acknowledge that ProForce Corporation will not be liable for any damages resulting from a recipient's decision not to accept a delivery sent via Resellers instructions, through ProForce Corporation. Any deliveries through ProForce Corporation that are denied or unclaimed by a recipient and returned to ProForce, shall prompt your notification of such denial, to enable you to resolve the issue.

IV. Credit Card Order Processing

Processing wholesale orders and or shipment expenses, are by an online credit card transaction, which is essential for ProForce to service multitudes of Reseller accounts. Please understand our requirement for credit card processing, and refrain from requesting other processing. Resellers may not use PO Box addresses, and credit cards submitted for processing your orders must conform to you or your companies name and billing address..

Receipt of Payments; Transactions Reversal Risk; Collection of Funds.

When you receive payment from processing an online charge-card purchase transaction, you may or-may-not be protected against a subsequent transaction reversals. In the event that your purchaser's transaction is reversed for any reason or transaction, you will owe ProForce Corporation for the wholesale amount of the reversed transaction plus any shipping and handling fees imposed on ProForce Corporation as a result of the reversal. Examples of such a reversal include, but are not limited to, a credit card reversal by the sender of the payment and a reversal of the transaction because the sender of the payment was using a stolen credit card or unauthorized bank account.

International Resellers. If you are an International Reseller, you may only begin to accept product sales after you have registered a credit card with ProForce Corporation and your Reseller account setup fees have been processed. When you have registered a credit card, the following rules apply to the withdrawal of any wholesale expenses you receive through the Reseller Service.

All International Resellers who have a US bank account and register an associated credit card with ProForce Corporation may gain Reseller approval directly after the credit card submitted to ProForce Corporation is verified to be issued from a US bank.

International Resellers outside of those countries who do not have a US bank account will not be able to join the ProForce Corporation Reseller system without maintaining a monetary balance for security, and should therefore should attempt to acquire affiliation with a U.S. bank before applying for Reseller Service.

No Surcharges.

Under Visa, MasterCard, Discover and American Express regulations and the laws of several states, including California, merchants may not charge a fee to the buyer for accepting credit card payments (often called a "surcharge"). You agree not to impose a surcharge or any other fee for any ProForce Corporation software product sold. This restriction does not prevent you from imposing a shipping/handling fee in connection with the sale and delivery, as long as the handling fee does not operate as a surcharge (in other words, the handling fee for transactions paid by credit card may not be higher than the handling fee for transactions paid through other payment methods).

Use of Corporate Copyrights, Logos, Titles, and Trademarks.

In addition to the terms set out in Section V Part 5 of this Reseller Agreement, when you display a logo, name, title, trademark, or copyright in advertising, auction, or storefront you also must display adequate copyright and trademark disclosure for Adobe, ProForce, Microsoft, and others. Further, when displaying the Visa, MasterCard, Discover, and American Express logos, you must accept payments options via credit card.

Trademarks, Brands, Logos, and Logos. Trademarks™, Copyrights©, Registered Trademarks®, Brand Names or ®, and Logos® are considered assets of the owner, and may-or-may not require permission to use. Their protection is dependent upon their consistent usage, proper marking, and footnote reference. Whenever Reseller's use owned assets in any advertising trade, Web-sites, technical journals, or printed material, it is required that you Accra permission and follow the rules below: Use the trademark as an adjective, to precede and modify a noun. For example, "The ProForce Digital Office® 5.0 software is Powered by Adobe® Acrobat® PDF™ Architecture, as such refrain from using the Adobe name in conjunction with ProForce software titles, and in any other way that would construe ownership. Product names are to be used with the appropriate trademark symbol and attribution legend, and as may be further required by the Reseller trademark license. Always use the proper trademark symbol when needed. The symbol should appear in special characters as in ProForce Corporation®. If special characters are not available, use parentheses: (TM) or (R) or (C). You must also use a footnote to identify the owners of the trademarks. When listing multiple trademarks, they should appear in alphabetical order. For Example: Acrobat® Reader® are both registered trademarks of Adobe® Systems Incorporated, and as such they all require the proper mark, and ownership footnote. Resellers must add the proper mark for all products, brand names, trademarks, logos, or registered trademarks of their respective companies, on any web site or marketing material they use or display. Example: Adobe, the Adobe logo, Acrobat, the Acrobat logo, Adobe Premiere, After Effects, FrameMaker, PageMaker, Photoshop and PostScript are either registered trademarks or trademarks of Adobe® Systems Incorporated in the United States and/or other countries. ProForce reserves the right to terminate Reseller Services for misuse of trademarks. (More on Adobe® trademarks [GO](#))

ProForcerealestate.com, Proforce.net, Digitizedsoftware.com, Realtorcontracts.com, ProForce Software Corporation, ProForce Corporation, Digital Contracts, Digital Office, Adobe, Acrobat, Reader, Microsoft, Word, and all related intellectual material, software creations, logos, products and services described in this Web-site are either copyrights, trademarks or registered trademarks of ProForce, Adobe, or Microsoft Corporation, or licensors, and (aside from the circumstances described in "Use of Logos" below) may not be copied, imitated, used, or retained after Reseller Service termination, in whole or in part, without the prior written permission of ProForce Corporation. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ProForce Corporation and may not be copied, imitated, used, or retained in whole or in part, without the prior written permission of ProForce Corporation.

Notwithstanding the above, HTML logos, software, images, and materials are provided by ProForce Corporation through its Reseller Service, CO-Branded Programs, Web Support, Reseller Tools and Downloads, and supplied trade dress materials or features, may be used without prior written consent for the sole purpose of marketing ProForce Reveler's Service or Software. These materials may not be altered, modified, changed in any way, or used in a manner that is disparaging to ProForce Corporation or the Service. These materials, logos, and images may not be displayed in any manner that implies sponsorship or endorsement with any other Reseller Program than ProForce Corporation. ProForce Corporation is a software distributor alliance, and no partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

Export Controls.

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (I) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Departments list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

V. Rights, Obligations and Disclaimers of ProForce Corporation

Privacy. We take the privacy of purchaser information very seriously at ProForce Corporation. We do not tolerate sending purchasers unsolicited e-mail, and consider it grounds to terminate a Reseller permanently. By submitting for Reseller Service, you agree not to use unsolicited e-mail, Usenet, message board postings, or similar methods of mass messaging (spasm) to gather referral bonuses. The use of Spam to promote the Reseller Service has strict negative consequences. We will immediately and permanently terminate the account of any Reseller who has sent unsolicited e-mail targeting ProForce Corporation Software end-Resellers to gain referrals or for any other purpose.

In addition, you may be subject to state and federal penalties and other legal consequences under applicable law if you send unsolicited e-mail. Our Anti-Spam Policy is intended to protect our Resellers, the Internet, and us.

Processing.

- ProForce Corporation shall make reasonable efforts to ensure that drop-ship orders are processed in a timely manner. However, a number of factors, several of which may be outside of our control, will contribute to when specific orders are processed:
- Posted shipping dates are for transit time only, and not order processing.
- Order processing begins when all information we need is received and complete.
- Weekend or holiday orders will be processed the following next-business day.
- Late afternoon orders will be processed the following next-business day morning.
- Business days are Monday through Friday, and shall exclude any and all holidays.
- Orders placed without ship choice or fee may-or-may not be delayed or accepted.
- Overseas shipments have no options, just one standard \$59 fee.

Update Notification.

ProForce Corporation shall notify the Reseller's of all material amendments made to the specification for the Programs and marketing materials, and supply access to same for the Reseller's use during the term of the Reseller Service Agreement and will provide to the Reseller's notifications of all updates, revisions or new releases of the Programs (except a new release which ProForce treats as a newer product) and the Associated Materials in the same format as the original Programs or Associated Materials were supplied within a reasonable period after they become available. ProForce shall provide the Reseller without charge with such telephone assistance as is reasonably necessary to enable the Reseller to effectively fulfill orders. ProForce shall keep the Reseller informed of any material changes planned for the Programs and of the likely release date of any new versions of the Programs. ProForce will provide End-users with support in accordance with the ProForce Standard End-user License.

Closing and Restricting Accounts.

ProForce Corporation, at its sole discretion, reserves the right to close any Reseller account at any time for any reason, including but not limited to a violation of this Agreement, upon notice to the Reseller and payment to the Reseller for any unrestricted funds due.

ProForce Corporation, at its sole discretion, also reserves the right to restrict processing any orders from Resellers connected with any one of the events listed below.

Restricted Events:

1. Reports of unauthorized or unusual credit card use associated with the Reseller including, but not limited to, notice by the card-issuing bank.
2. Reports of unauthorized or unusual bank account use associated with the Reseller's account.
3. Complaints regarding improper merchandising, non-delivery of product, merchandise not as described, or problems with low merchandising standards.
4. Initiation of charge reversal process through the buyer's issuing credit card without first pursuing the Buyer Complaint process described below.
5. Receipt of potentially fraudulent funds
6. Excessive disputes or reversals, or attempts to "double dip" by receiving funds in a dispute both from ProForce Corporation and through a reversal or a refund from the buyer.
7. Refusal to cooperate in resolving any dispute or investigation, or failure to provide confirmation of identity, access to records upon request. Initiation of transactions considered be advertising and processing below the retail price structure.
8. Sending unsolicited e-mail or posting referral links on websites where they are not permitted.
9. Circumventing software security or other facets of the Reseller Service.
10. The account has been used in or to facilitate fraudulent activity.
11. Violations of this Reseller Agreement.
12. Name on the bank account associated with the credit card supplied to ProForce Corporation account does not match the name on the Reseller account.
13. Return of an incoming Electronic Funds Transfer, or credit card transaction for insufficient funds in the

bank account, expired charge card, or incorrect bank account number.

14. Misuse of any Reseller Service or Reseller tools and products.

15. ProForce Corporation will use reasonable efforts to investigate accounts that are subject to a restriction and to reach a final decision on the restriction promptly.

Termination.

ProForce Corporation, in its sole discretion, reserves the right to terminate this Agreement, access to its Web-site and saved materials/files, or access to the Reseller Service for any reason and at any time upon notice to you and payment to you of any unrestricted funds held by ProForce. If business affiliation is terminated for any cause, Affiliate shall not, for a period of 1 years after termination, engage directly or indirectly, either personally or as an employee, associate partner, partner, manager, agent, or otherwise, or by means of any corporate or other device, in the software manufacturing and publishing business. Nor shall Affiliate solicit orders, directly or indirectly, from any customers of employer, or from any customers or Business Affiliates of ProForce Corporation.

Miscellaneous Disclaimers.

ProForce Corporation shall not be responsible for Reseller customer orders or deliveries where Reseller provided incorrect information, due to the input of incorrect information by customer or any other reasons. ProForce Corporation shall not be responsible for any fraud, deception, or misrepresentations by Reseller's transactions, or processed orders. ProForce Corporation shall not be obligated to refund a Reseller for any transaction for which ProForce Corporation has not been fully paid by the Reseller's credit card issuer or bank, as applicable.

ProForce Corporation will not have any liability in connection with any unrecieved order, unauthorized interception or use of data relating to you or the ProForce Corporation Reseller Service; as-well-as any inability by you to use or access the Reseller Service, Web-site, or ProForce Corporation contact or affiliate, for any reason; any actions, any non-action, or transaction, by cause over which ProForce Corporation does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone, fax, e-mail, or other communications, or Internet service providers.

In no event shall ProForce Corporation be liable (A) for damages caused other than by intentional misconduct or (B) for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure, software specific end-use, Reseller's specific return policy, dissemination of confidential information, or loss of privacy), arising out of or in any way related to your use of or inability to use the Reseller Service or the ProForce Corporation Web-site, even if ProForce Corporation has been advised of the possibility of such damages. In no event shall ProForce Corporation be liable for any act or omission of any third party or any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

Reseller Service shall not take effect to transfer ownership of any part of the programs or the Associated Materials or any translation thereof to the Reseller nor to limit in any manner ProForce Corporation's right to adapt, modify, translate, sell, license or otherwise exploit in any manner the programs and the Associated Materials

ProForce Corporation reserves the right to require Resellers who receive undesirable complaints through ProForce Corporation, or operate with high reversal rates or otherwise present a relatively high risk of losses to choose between closure of their ProForce Corporation Reseller Service account or entering into an additional agreement addressing such risks, which may include higher fees.

Security Features.

ProForce Corporation strongly suggests that you use a Web-site host, who provides order form and e-mail encryption. For more information on security, talk to your host provider. However, regardless of whether you use a web host with security features, ProForce Corporation is unable to guarantee that Reseller Service data transmitted is secure and/or will not be intercepted by third parties.

VI. Error Resolution

You must:

Tell us your Reseller name and primary e-mail address;

Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and dollar amount of the suspected error.

If you tell us by telephone, we may require that you send your complaint in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate the complaint or question.

ProForce may decide to provisionally credit your Reseller account within ten (10) business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not provisionally credit your Reseller account. We will mail you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of documents, which we used in our investigation. We will reverse any provisional credit provided to you if we find that an error did not occur.

VII. Shipping Costs, Policy and Delivery Complaints

Drop-ship service:

ProForce offers Regular U.S. Postal and FED/EX drop-ship services only, and requires daily transaction and shipping instructions to be send same-day-of purchaser transactions, While we do not require Resellers to charge specific fees or shipping service provider, we do recommend using FED/EX, for the benefits and reduced risks it provides. Resellers agree to supply ProForce with an active FED/EX account number for shipping fees, and be responsible for all costs associated with drop-shipment and any associated fees. The FED/EX tracking number system is designed in part to reduce the risk of delivery problems, Reseller charge card reversals, and fraud. Using FED/EX from the start will reduce everyone's risk and allow ProForce to provide the first class Reseller Service you desire.

Delivery Fees and Complaint Policy

FEES

FED/EX.

- 3-day Express Saver: \$22
- 2-day Economy: \$27
- Standard Overnight: \$33
- Priority Overnight: \$45
- First Overnight/Saturday: \$53
- Outside USA including Canada \$59 Required Fee)
- Regular US Postal. (\$9.70 Normal Service Only)
-

If you requested the transaction to be fulfilled with FED/EX service, and you have a Buyer complaining they have not received the promised goods, Resellers are required to contact the Buyer to confirm a second shipment will be sent (without fee) and re-verify all shipping information, and e-mail a second shipment request with re-verified shipping information to ProForce Corporation as soon as possible. ProForce Corporation will investigate your claim and if FED/EX does not present appropriate proof of shipment, ProForce Corporation will immediately fulfill the order a second time, free of charge, except where the Reseller has sent incorrect drop-ship information to ProForce, in which case the Reseller will be charged the second shipping costs.

Shipping complaints must be filed no later than 7 days from the date of transaction, or Reseller assumes the associated second shipping costs. ProForce Corporation will seek to resolve the complaint within 1 day of the date the complaint is filed, though such time frame may be extended, if appropriate, to accommodate the complaint investigation.

US Postal. (\$7.30 Service Fee)

For purchasers who do not receive their goods, where Reseller requested regular US postal service, the second delivery cost is charged to the Reseller. Resellers are required to contact the Buyer to confirm that a second shipment will be sent (without fee) and re-verify all shipping information, and e-mail a second shipment request with re-verified shipping information to ProForce Corporation as soon as possible. ProForce US postal service provides normal service only, and does not include any other US postal delivery options.

The above information and policy includes but is not limited to: delivery disputes about the quality or damage of delivered goods, goods that have been lost in the mail, unverified addresses, or a Reseller's failure to deliver timely and accurate information.

Credit Card Transaction Reversal:

ProForce Corporation is the distributor/manufacturer of record with respect to all Reseller credit card transactions. ProForce Corporation does not control the outcome of any reversal decision initiated through a Buyer's credit card issuer. ProForce Corporation encourages all disputes to be recorded and resolution attempts be initiated by

Resellers, through direct communication between Reseller and Buyer's. ProForce reserves the right to terminate or restrict account privileges of Resellers who file reversal or other complaints without attempting to resolve the complaints through direct communication means. If a reversal claim is initiated, whether because of a dispute or for any other reason, the parties agree to provide to any requesting party on a timely basis all necessary documentation to resolve any reversal or dispute. ProForce Corporation DOES NOT act as the agent of either party in any transaction or resulting dispute.

If you receive funds through a Buyer's credit card, in the event the credit card transaction is charged back, you agree to hold ProForce Corporation harmless for the fulfilled service fee amount and to reimburse ProForce Corporation from either your ProForce Corporation credit card account or by other means.

When a Reseller transaction is reversed because of a credit card dispute, you will owe ProForce Corporation for fulfillment costs, and any fees imposed on ProForce resulting from the reversal. You agree to reimburse ProForce Corporation for any debit linked to your ProForce Corporation Reseller on transactions we fulfilled for you.

VIII. Additional Terms for Reseller Service

The additional terms below apply to any-and-all Reseller Accounts using our Fulfillment Service and any related products and services, and are required for service fulfillment.

Account Information. In addition to the terms listed above, you further agree that ProForce Corporation may access and disclose information about you or your use of the ProForce Reseller Service when ProForce Corporation deems such action necessary or appropriate to comply with the law or legal process, to protect ProForce Corporation's Reseller System and Reseller customers, or to ensure the integrity and operation of ProForce Corporation's general business and systems. Unless otherwise prohibited by law, such disclosure may include, without limitation, user profile information (e.g., name, e-mail address, etc.), transaction information, IP address and traffic information, and usage history.

Purchase Terms and Refund Information. Each Reseller will be required to display its "Purchase Terms and Returns Policy" information, with consumer access from any Web site or storefront, and to implementation of an "I Accept Purchase Terms" check box on any order forms. Further, Resellers agree to include and clearly display their business name, address, and telephone number, fax number and e-mail address contact information. You further agree to update such information to keep it true, accurate, current, and complete. You agree to clearly disclose your refund policies on your Web site.

Taxes.

Each Reseller Service applicant is required to provide ProForce its Federal Taxpayer Identification Number (TIN) and Resale Tax Exempt Certificate (Form) at time of the Service Submission or Sending this Form (access at bottom). It is the Resellers responsibility to determine what, if any, taxes apply to the purchaser's within your state, and any income you make or receive or collect, or report and remit the correct and appropriate tax authority. ProForce Corporation is not obligated to determine whether taxes apply, and is not responsible to collect, report, or remit any taxes arising from any transaction.

Terms of Use.

By accepting the terms as outlined in this Agreement and using the ProForce Reseller Service, you attest that you hold all the necessary licenses to engage in the advertising and sale of the licensed goods and services offered for purchase through you or your business, and that you will not perform unlawful or illicit marketing or services, and not use the Reseller Service, the ProForce Web-site's, Software, or any of the Reseller Services offered therein for any unlawful, fraudulent or competitive or similar activity and service. If ProForce Corporation has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions relating to the Reseller Service, the ProForce Web-site's and software, or any related services, your access to the Reseller Service may be suspended or terminated permanently. You further agree to cooperate fully with ProForce Corporation to investigate any suspected unlawful, fraudulent or improper activity, and return or destroy any ProForce supplied materials, be it intellectual or other, immediately upon request.

Records.

Reseller shall keep accurate records regarding all purchase transactions and shipments fulfilled. The Reseller is NOT to redistribute this information to any third party for any purposes whatsoever.

New Account Setup and Fees.

ProForce Corporation's current Reseller Service Fees are:

\$128 New account setup, and 65% of retail sales plus drop-shipping payable upon drop-ship order, with all fees in US dollars. (Drop-ship detail higher on page).

Upon notice and at ProForce's sole discretion, you may be required to maintain an active FED/EX business account for ProForce to use for drop-shipping your orders.

Permission, Grants, and License:

Grant of License:

Subject to the terms of this Reseller Service agreement, ProForce grants Reseller a limited, revocable, nontransferable, nonexclusive license to market and sell the ProForce software archive ("Software"). The Publisher retains title and ownership of the Software, and Reseller shall not reproduce, store, modify, publish, transmit, distribute, perform, display, market, modify, translate, reverse engineer, decompile, disassemble, rent, lease, grant a security interest in or otherwise transfer or participate in the transfer or sale of, create derivative works based on, remove or deface any legends, restrictions, product identification, copyright, trademark or other proprietary notices from, or in any way exploit, any Software or web site, Content, Products, or Services in whole or in part, except as expressly permitted under the Reseller Service agreement however, Resellers may make copies of the ProForce print materials, web page Information, server images, limited to the sole use of providing a consumer storefront web-site that markets ProForce software products

Ownership:

ProForce Corporation warrants that it owns and possesses all rights and interests in the Software necessary to enter into this Reseller Service Agreement, and shall indemnify, defend and hold Reseller, its agents and employees, harmless from any loss, damage or liability for infringement of any US patent right or copyright or other property right with respect to the use of the Software delivered hereunder; provided, that Reseller permits ProForce to defend, compromise, or settle said claim or infringement and the Reseller provides all available information, assistance and authority to enable ProForce to do so.

Software Modification, Warranty, and Support:

Unless prior written consent of ProForce top-level management is obtained, Reseller's may not modify, duplicate, store, or change the Software in any manner.

Reseller's responsibility for customer user-support ends upon successful delivery and retention of the software by the customer. Reseller's will not be responsible for providing technical support to Software Buyer's, and shall refer all such inquiries to the ProForce Corporation NON-800 telephone numbers.

Reseller's shall not make any warranties with respect to specific use or performance, or license transfer of the Software. Reseller's shall take reasonable measures to ensure that no warranty misrepresentations are made, other than the Reseller's specific policy, terms, and warranties.

Liability Limits:

Reseller's shall not be liable for any direct, indirect, special, incidental or consequential damages, whether based on contract, tort or any other legal theory, arising out of any use of the Software or any performance of this Agreement. Notwithstanding any other provision of this Agreement, Reseller's liabilities under this Agreement, whether under contract law, tort law, warranty or otherwise, shall be limited to direct damages not to exceed the amounts actually received by Resellers from the Reseller Service pursuant to this Agreement. No action, regardless of form, arising out of any transaction under this Agreement may be brought by either party more than one year after the injured party has actual knowledge of the occurrence which gives rise to the cause of such action.

Limitation on Liability:

Under no circumstances shall ProForce Corporation be liable to you or to any other person for any indirect, incidental, consequential or punitive damages arising out of or relating to your use of the Reseller Service, nor shall ProForce Corporation be liable for any unauthorized access to your ProForce Corporation Reseller Service Account. By submitting for service, you are accepting this Reseller Agreement terms and feature, **YOU AFFIRMATIVELY AGREE TO HOLD ProForce Corporation HARMLESS FROM ANY LOSSES OR OTHER DAMAGE WHATSOEVER INCURRED AS A DIRECT OR INDIRECT CONSEQUENCE OF RESELLER SERVICE OR UNAUTHORIZED USER AND YOU AGREE TO INDEMNIFY ProForce Corporation FOR ANY HARM THAT ARISES AS A DIRECT OR INDIRECT CONSEQUENCE OF YOUR USAGE OF THIS FEATURE.**

X. Additional Internet Storefronts Terms:

The terms below apply specifically to use of Reseller Internet Commerce sites, which enables Resellers to display information and services.

Accuracy of Web-site Information.

All information you provide at all times, must be truthful and conform to the current Proforce.net site, including any product title, description, category, and all other related information.

If any change occurs in your ProForce Corporation Site, you must promptly update the information to your Web site.

Failure to comply will result in removal from the ProForce Corporation Reseller Service Program, and may result in legal action by ProForce Corporation.

Provision of deceptive Reseller practices resolution is hereby granted by submittal for Reseller Service, which grants ProForce Corporation the right to access your site server including passwords and user information upon demand, in order to confirm the accuracy deletion of ProForce Corporation files upon termination of ProForce Reseller Service.

E-commerce Store Eligibility:

Resellers who meet the following conditions are eligible to post a Web-site commerce site for Retail Resale of ProForce products:

- The Reseller has a direct 24-hour Internet storefront address, using no 3rd-party address.
- The Reseller maintains a system for processing credit card purchase transactions.
- The Reseller has opened a ProForce Corporation credit card account.
- The Reseller site is professional in appearance.

Posted and accessible contact information including terms of sale and return policies, with order forms containing an "I agree to Terms" check box.

The Reseller does not use "framing", where a third party site displays a portion of the Reseller's

If at any time the Reseller utilizes an e-commerce site no longer meets one or more of the requirements listed above that Reseller will correct inadequacy within 72-hours, or cease to provide Internet access to site, until corrections have been completed to the satisfaction of ProForce Corporation.

License to Use Information. You remain the owner of the Web-site used to market ProForce Corporation products, but by submitting for ProForce Reseller Service, you are specifically granting ProForce Corporation permission to govern the information displayed with your Web-site. In return ProForce Corporation grants you a non-exclusive, worldwide, perpetual, limited license to market, advertise, and sell through your Web-site, the entire ProForce Corporation retail product line and process sale transactions, subject to compliance with ProForce Corporation's Reseller Service Policy. This license will end upon termination of Reseller Service, whether ProForce Corporation causes by you or such termination.

No Endorsement.

ProForce Corporation's approval of your e-commerce Web-site is not an endorsement of any other goods or services offered on the Web-site, and any attempt to state or imply ProForce Corporation's endorsement of other goods or services constitutes grounds for immediate termination of your participation in ProForce Corporation Reseller Service.

Trademarks, Brands, Logos, and Logos.

Trademarks™, Copyrights©, Registered Trademarks®, Brand Names or ®, and Logos® are considered assets of the owner, and may-or-may not require permission to use. Their protection is dependent upon their consistent usage, proper marking, and footnote reference. Whenever Reseller's use owned assets in any advertising trade, Web-sites, technical journals, or printed material, it is required that you Accra permission and follow the rules below: Use the trademark as an adjective, to precede and modify a noun. For example, "The ProForce Digital Office® 5.0 software is Powered by Adobe® Acrobat® PDF™ Architecture, as such refrain from using the Adobe name in conjunction with ProForce software titles, and in any other way that would construe ownership. Product names are to be used with the appropriate trademark symbol and attribution legend, and as may be further required by the Reseller trademark license. Always use the proper trademark symbol when needed. The symbol should appear in special characters as in ProForce Corporation®. If special characters are not available, use parentheses: (TM) or (R) or (C). You must also use a footnote to identify the owners of the trademarks. When listing multiple trademarks, they should appear in alphabetical order. For Example: Acrobat® Reader® are both registered trademarks of Adobe® Systems Incorporated, and as such they all require the proper mark, and ownership footnote. Resellers must add the

proper mark for all products, brand names, trademarks, logos, or registered trademarks of their respective companies, on any web site or marketing material they use or display. Example: Adobe, the Adobe logo, Acrobat, the Acrobat logo, Adobe Premiere, After Effects, FrameMaker, PageMaker, Photoshop and PostScript are either registered trademarks or trademarks of Adobe® Systems Incorporated in the United States and/or other countries. ProForce reserves the right to terminate Reseller Services for misuse of trademarks. (More on Adobe® trademarks⁶⁰).

No Illegal or Sexual Goods and Services.

You may not advertise or Resale ProForce products from a Web site that promotes or facilitates sexual material or services, or any other related distasteful or illegal actions, including but not limited to the sale of goods or services that infringe on the intellectual property of a third party. Any such Web site constitutes ground for immediate termination of your participation in ProForce Corporation Reseller Service and immediate closure of your ProForce Corporation account.

No Framing.

Because ProForce Corporation Resellers are warned never to use "framing", where a 3rd party site displays a portion of the Reseller's or ProForce Web-site inside a Web-page who's URL is not the Reseller's, and is prohibited.

Storefront Purchase/Refund Terms

The Reseller/Owner of each Web site shall provide web-site refund and terms of sale information, and ProForce Corporation is not responsible for any terms, policies, errors, or misrepresentations that do not match the posted ProForce Factory Storefront terms and policy.

ProForce Corporation specifically disclaims all warranties with respect to Web-site specific information, including but not limited to the warranty of merchantability specific use, and accuracy of information or content, and does not guarantee any level of security in shopping at third-party Reseller Websites offering ProForce Corporation products, nor does ProForce Corporation guarantee the quality of goods or services offered on these Reseller websites.

X. Required Charge Card Information and Terms Eligibility.

At this time, ProForce Corporation requires and accepts MasterCard, Visa, Discover, and American Express Cards for processing drop-ship orders.

Resellers will need to complete the following:

TWO REQUIRED STEPS, if they have not already done so: Use an accepted credit card for online processing the \$128 new account setup.

1. Processing the \$128 new account setup online at:
http://www.proforce.net/cgi-bin/visa_reseller_newaccount_setup.html
2. Complete the required forms and return by mail to:
ProForce, Inc.
Attn: Resale Administrator, Plan Services
9912 Stevens Avenue South
Bloomington, MN 55420-4931

Upon review by our support team, a representative will contact you to answer your questions and provide support.

Acceptance or Rejection:

ProForce Corporation retains the sole discretion to accept or reject any application for any reason. If your application is accepted, it will take between 1-10 days to process your request and your new setup \$128 fee. For security reasons, we will only accept your credit card online, and the fee must be received before we process your request for Reseller Service. Once we receive your card information on submission for Reseller Service, upon rejection your credit card will be refunded the \$128 fee and all information sent by you shall be destroyed.

Termination.

In Case Of Errors or Questions about Resale Plan Services.

Telephone Customer Service at (800) 651-5520, or write ProForce Corporation Customer Service Attn: Resale Operations Department at 9912 Stevens Avenue South Minneapolis Minnesota 55420-4931.

What We will Ask You:

If you initially provide this information to us via the telephone, we may require that you send your complaint or question in writing within 10 business days. Please mail it to 9912 Stevens Avenue South Minneapolis Minnesota 55420-4931, ATTN: ProForce Corporation Charge Card Department.

We will advise you of the results of our investigation within 10 business days after we hear from you (20 business days for Resellers outside the United States) and if we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days for transactions outside the United States). If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not resolve the dispute and credit your Account.

At the end of our investigation, we will advise you of the results within three (3) business days. If we determine that there was no error, we will send you a written explanation and we may ask for copies of the documents that we used in our investigation.

Our Liability for Fulfillment Failures.

If we do not complete a drop-shipment delivery on time or in the correct manner, according to our agreement with you, we will not be liable for your losses or damages caused by this failure. Further, we will not be liable if through no fault of ours, you provided ProForce Corporation inaccurate information or fees, or circumstances beyond our control (such as fire or flood) prevent the fulfillment, despite reasonable precautions that we have taken.

ProForce Corporation's and FED/EX business days are Monday through Friday. Saturday, Sunday, and Holidays are not considered business days.

Confidentiality.

We may disclose information to third parties about you, your account or the transactions you send, (only in accordance with our Privacy Policy), including:

In order to comply with government agency or court orders, including proper requests from law enforcement agencies, or to conduct investigations of fraud or violations of Reseller Terms of Use.

(View our Privacy Policy [go](#)).

Retrieval Requests:

Upon written request, copies of documentary evidence of transactions and fulfillment fees paid are available for income tax and other purposes at a cost of \$27 per item. We will not charge you for documentation obtained in connection with a good faith assertion of error in connection with your plan services.

EXHIBITS

Schedule A	Software Resale Program Schedule
Schedule B	ProForce Product Pricing Schedule
Schedule C	Company Product Schedule

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officials, have caused this Agreement to be executed as of the Effective Date.

PROFORCE CORPORATION

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMPANY "SHIP TO" CONTACT:

Name: _____

Address: _____

Telephone: _____

Email: _____

COMPANY "BILL TO" CONTACT:

Name: _____

Address: _____

Telephone: _____

Email: _____

SCHEDULE A

RESALE ALLIANCE PLANS

RESALE ALLIANCE STARTUP PLANS		
Below packages are for use in marketing ProForce products only.		
PLAN FEATURES	PLAN ID	COST
ProForce Basic™	PRA-B1-000	Free
PROFORCE BASIC PLAN INCLUDES: One (1) ProForce Virtual-Store on CD-ROM One (1) Automated Product Features Slide Show on CD-ROM		
ProForce Endeavor™	PRA-B1-001	\$500
ENDEAVOR PLAN INCLUDES: One (1) ProForce Virtual-Store on CD-ROM Five (5) Trial Version Software Titles on CD-ROM Fifty (50) 4-Color Laminated High-Gloss Marketing Folders One (1) Affiliate Branded Order Form Reusable Template on CD-ROM One (1) Automated Product Features Slide Show on CD-ROM One (1) Digital Office Business Suite Retail Software Package Seven (7) Affiliate-Branded Reusable Product Literature Templates on CD		
ProForce Enterprise™	PRA-B2-002	\$3000
ENTERPRISE PLAN INCLUDES: One (1) ProForce Virtual-Store on CD-ROM Ten (10) Software Features Training Videos Five (5) Trial Version Software Titles on CD-ROM Ten (10) Retail Version Digital Office Software Packages 100 (100) 4-Color Laminated High-Gloss Marketing Folders Ten (10) Digital Office Retail Software Suite Packages One (1) Affiliate-Branded Order Form Template on CD-ROM One (1) Software Features Automated Slide Show on CD-ROM Seven (7) Affiliate Stamped Product Print Material on CD-ROM		
ProForce eTailor™	PRM-B3-003	\$800
ETAILOR PLAN INCLUDES: Twenty-five (25) ProForce Custom Web Tailoring Developer Hours Custom Affiliate Web Site Creation Note: Complete minus cart-order creation		

SCHEDULE B

BUSINESS ALLIANCE SRP SOFTWARE PRICING

PROFORCE SOFTWARE RETAIL PRICING		
PRODUCT	PRODUCT ID	SRP
Note: <i>(Affiliate pricing is 65% of SRP)</i>	05085 00021	\$619
Master Construction Suite	05085 00024	\$549
Digital Office Business Edition	05085 00001	\$479
Digital Office Commercial Edition	05085 00002	\$549
Digital Office ESBO Edition	05085 00003	\$129
Financial Forms Master	05085 00015	\$359
Mortgage and Deed Master	05085 00025	\$346
Rent Master Suite	05085 00022	\$318
Digital Contracts 4.0	05085 00005	\$199
Tool-Master	05085 00004	\$149
Paralegal Pro	05085 00027	\$169
ProFlyers 6.0	05085 00006	\$129
145-Power Letters	05085 00007	\$199
Ultimate Brochures	05085 00008	\$99
Hard to Find Contracts	05085 00009	\$149
Highlight Flyer Master	05085 00026	\$79
Newsletter Creator	05085 00010	\$99
CMA Stuffers	05085 00023	\$79
ENMA 1003 Auto-fill	05085 00011	\$79
Internet Master Pro Edition	05085 00012	\$99
Internet Master ESBO Edition	05085 00013	\$89
Master Investor	05085 00014	\$79
Real Estate Marketing Flyers	05085 00016	\$99
LogoPro 6.0	05085 00017	\$49
1031 Exchange Master	05085 00018	\$149
e-PACK 1003 Deluxe	05085 00028	\$169
e-PACK 1003	05085 00019	\$79
Custom Order		
Add Custom Logo	N/A	\$150
Add Form	N/A	\$75
Custom-tailor Data-Panel Links	N/A	\$175

SCHEDULE C

BUSINESS ALLIANCE SALE MATERIAL & SERVICES

SOFTWARE MARKETING MATERIAL		
PRODUCT	NAME-LABEL FEE	COST
Product Sales Literature: <i>(Color-laser on gloss paper; cost shown reflect 50-order minimum. One-time name-label fee includes Affiliate information to each product.)</i>		
Internet Master (all editions) 4-pg	\$35	\$70
Financial Forms Master 2-pg	\$27	\$35
Tool-Master Pro 6-pg	\$43	\$105
ProFlyers 6.0 Edition 2-pg	\$27	\$35
Digital Office Business Edition 4-pg	\$35	\$70
Business e-Form Solutions 4-pg	\$35	\$70
Digital PDF Software Features (all editions) 10-pg	\$54	\$175
Digital Contracts 4.0 Edition 2-pg	\$27	\$35
Custom Marketing Tools <i>(limited to Alliance Plan Affiliates)</i>		
Custom-tailored Online HTML Slide Show	\$27	\$65
Custom-tailored E-mail HTML Blast Template	\$27	\$57
Custom-tailored E-mail HTML Newsletter	\$35	\$145
Product Features Online HTML Slide Show	\$35	\$72
Custom-tailored Animated Banner	N/A	\$53
Custom-tailored Animated Mark	N/A	\$42
Custom-tailored Award Crest Image	N/A	\$81
Custom-tailored Web Site Image	N/A	\$38
Custom-tailored Miniature Banner Ad	N/A	\$38
Web Site Products		
Custom HTML Storefront Web Site Templates	N/A	Free
Online Marketing Aid Downloads	N/A	Free
Custom-tailored HTML Web Site	N/A	\$600

PACKING & DROP-SHIP PLAN FEES		
COMPANY	SERVICE	COST
Fed/Ex	3-DAY EXPRESS	\$22
	2-DAY ECONOMY	\$27
	STANDARD OVERNIGHT	\$33
	PRIORITY OVERNIGHT	\$45
	SATURDAY OVERNIGHT	\$53
	OUTSIDE USA	\$59
USPS	STANDARD	\$11

SCHEDULE D

REQUIRED APPLICATION FORM

BUSINESS ALLIANCE FORMS

[Sales and Use Tax Certificate](#)

[Business Profile](#)

[Credit Application](#)

The above forms are required with submittal for Alliance. Click the above links to access the forms.