

GHOSTCASE RESELLER AGREEMENT

Reseller Name: _____

Address/City/State/Zip: _____

GhostCase Reseller Authorization Number: _____

Minimum Advertised Price: _____

This Agreement is between GHOSTCASE, Inc., by and through ("GHOSTCASE") and the reseller named above ("Reseller") and establishes the terms and conditions for Reseller's participation in the GHOSTCASE PRODUCT Reseller Program (the "Program"). Under the Program, GHOSTCASE will provide marketing and promotional support to Reseller as specified in this Agreement related to Reseller's purchase and license of GHOSTCASE PRODUCT products for resale either.

1. Reseller Qualification

1.1 In order to ensure adequate technical and marketing support to end users, eligibility to resell GHOSTCASE PRODUCT products is subject to meeting certification requirements as described in the Program Materials attached hereto as Attachment B. These Program Materials contain a detailed description of the benefits to a Reseller of as well as the requirements of a Reseller under this program. Reseller will not sell GHOSTCASE products without arranging for adequate post-sales support.

2. Relationships

2.1. Reseller is an independent contractor engaged in purchasing GHOSTCASE PRODUCT products for resale to its customers. Reseller is not an agent or legal representative of GHOSTCASE for any purpose, and has no authority to act for, bind or commit GHOSTCASE.

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

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

3. Term, Limitations, Termination

3.1. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

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

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

3.4. Upon expiration, non-renewal or termination of this Agreement, all interests in accrued marketing funds (if any) will automatically lapse.

4. Reseller Programs

4.1. GHOSTCASE will invite Reseller from time to time to participate in the co-operative advertising, market development and promotional programs offered by GHOSTCASE as defined in the Program Materials. Reseller may, at its option, participate in such programs during the term of this Agreement. GHOSTCASE reserves the right to terminate or modify such programs at any time at its sole discretion.

4.2. Reseller shall exert best efforts to market GHOSTCASE PRODUCT products, and shall use all promotional materials supplied by GHOSTCASE. It is Reseller's responsibility to help its customers determine which system configuration would best serve their needs.

4.3. As defined in the Program Materials, Reseller shall have sufficient technical knowledge of the GHOSTCASE PRODUCT products in general, and will have access to appropriate GHOSTCASE sales and technical training.

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

4.5. Reseller is expected and encouraged to advertise and promote the sales of GHOSTCASE products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. GHOSTCASE must approve all such materials that use GHOSTCASE's name or trademarks. GHOSTCASE will assist Reseller in advertising and promoting GHOSTCASE products in accordance with GHOSTCASE's policy.

5. Limitation of Liability

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

6. Use of GHOSTCASE Trademarks

6.1. Reseller acknowledges the following:

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

6.1.b. GHOSTCASE is the owner of certain other trademarks and tradenames used in connection with certain product lines and software.

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

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

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

7. Product Warranty

7.1. The warranty terms and conditions will be as specified in the PRODUCT Standard Terms and Conditions of Sale.

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

8. Minimum Advertised Price

8.1 This MAP policy covers all GHOSTCASE resellers worldwide. Although resellers remain free to establish their own resale prices, GHOSTCASE will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise applicable GHOSTCASE products at prices below those specified herein. GHOSTCASE will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller. GHOSTCASE neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with GHOSTCASE shall constitute an agreement between GHOSTCASE and reseller that the reseller will comply with this MAP policy.

8.2 MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral minimum resale prices established by GHOSTCASE from time to time.

9. Proprietary Information

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

9.2 This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to GHOSTCASE. Reseller shall not have any right to manufacture GHOSTCASE products.

10. Export Controls

Regardless of any disclosure made by Reseller to GHOSTCASE or Distributor of an ultimate destination of GHOSTCASE products, Reseller shall not export, either directly or indirectly, any documentation, GHOSTCASE products, or system incorporating such GHOSTCASE products without first obtaining a license as required by the United States Government.

11. Compliance with Laws

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

12. Government Contract Conditions

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

13. Miscellaneous

Notices under this Agreement must be sent by telegram, teletype or registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it. This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. Texas' law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". GHOSTCASE and Reseller will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.

Reseller

GhostCase: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

GHOSTCASE

Signed: _____

Print Name: _____

Title: _____

Date: _____

