

# INDUCOMP's Solution Partner Confidential Credit Application

**Part 1**

Legal Business Name	Date Established	Phone Number
DBA		Fax Number
Billing Address	City	State & Zip
Chief Executive Officer	Chief Financial Officer	
Executive Vice President	Controller	
<input type="checkbox"/> Subsidiary Of <input type="checkbox"/> Division Of <input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Partnership	
Parent Company	Will parent company guarantee this debt? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address	City	State & Zip

**Part 2**

Type of Business	Number of Employees	Contacts in Accounts Payables
Credit Line Desired	Purchasing Agent	
Will you claim any exemption from sales, Use, or similar taxes?  <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, you must complete a certificate of tax Exemption. (see attached)	Sales Representative(s)	

**Part 3 Trade Credit References** (List only names of those you buy from on an open account.)

Name	Phone (    )	Account Number
Address	City	State & Zip
Name	Phone (    )	Account Number
Address	City	State & Zip
Name	Phone (    )	Account Number
Address	City	State & Zip

## INDUCOMP's Solution Partner Confidential Credit Application (cont)

A copy of applicant's most recent financial statement is:	Attached	Refused
If refused, please state reason:		
Is your company in any pending law suits or liable for any unsatisfied judgements: If so, please furnish details.	Yes	No
Has your company filed for Chapter 7, 11 or 13 of U.S. or State bankruptcy code? If yes please furnish details.	Yes	No

#### Part 4 Bank References (Complete a separate financial authorization for each institute)

Name			
Address	City & State	Zip	
Account Officer	Phone (    )	Checking Account No.	Loan Account No.
Name			
Address	City & State	Zip	
Account Officer	Phone (    )	Checking Account No.	Loan Account No.

The information in this Credit Application is provided to induce INDUCOMP Corporation to extend or to continue the extension of the credit to the Applicant. Applicant acknowledges that INDUCOMP Corporation is relying on this information in deciding to grant or continue credit. Applicant represents and warrants that the information provided is true, correct, and complete and agrees to notify INDUCOMP Corporation immediately and in writing of any change in the information furnished in Part 1 and of any material adverse change (1) in any other information provided, (2) in the financial condition of the Applicant, or (3) in the ability of the Applicant to perform its obligations to INDUCOMP Corporation. In the absence of such notice, the Credit Application will be considered as a continuing statement and substantially correct.

Applicant hereby authorizes INDUCOMP Corporation to make all inquiries it deems necessary to verify the accuracy of the information provided and to determine the credit worthiness of Applicant, including but not limited to, obtaining credit reports and making direct inquiries of the trade references provided and others with whom applicant has financial dealing. Applicant further authorizes INDUCOMP Corporation to answer questions of reporting agencies and others about its credit experience with Applicant. It is understood that all such information will otherwise be held in strict confidence.

In reliance on the statements and representations made by Applicant in this Credit Application, INDUCOMP Corporation may from time to time and at the sole discretion of its Credit Department extend credit to the Applicant for the purchases of goods and services from or through INDUCOMP Corporation by Applicant. Credit may be extended on open account by invoicing, C.O.D., or any other method. INDUCOMP Corporation may reexamine and reevaluate Applicant's credit worthiness at any time and Applicant agrees to submit to INDUCOMP Corporation such current financial information as it may request. INDUCOMP Corporation may at any time and in its sole discretion limit, suspend, or terminate further extensions of credit to Applicant, but Applicant's obligations shall continue to full force and effect notwithstanding any such limitation, suspension or termination.

Applicant agrees to pay when due, according to terms, all invoices and other extensions of credit from INDUCOMP Corporation. Payments should be made to INDUCOMP Corporation at 1265 Jefferson Street, Pacific, Missouri, 63069, or such other place as INDUCOMP Corporation may direct.

**INDUCOMP's Solution Partner  
Confidential Credit Application (cont)**

Applicant further agrees that, notwithstanding the terms of any invoice or other extension of credit from INDUCOMP Corporation to the contrary, all amounts owed by Applicant shall become immediately due and payable in full at the sole discretion of INDUCOMP Corporation upon notice to Applicant, in the event that (1) any amount owed INDUCOMP Corporation is not paid when due, (2) Applicant breaches an other covenant set forth herein, (3) Applicant omitted material information from, or made any false or misleading statement in, this Credit Application, (4) there is a material decline, as determined by INDUCOMP Corporation in its sole discretion, in Applicant's financial condition or credit worthiness, (5) Applicant makes a general assignment for the benefit of creditors, or (6) Applicant, if an individual, dies or is deemed incompetent, or, if any entity, commenced to liquidate or otherwise terminate its legal existence.

INDUCOMP Corporation reserves the right to charge interest on delinquent payments at an annual rate of interest (as published in the Wall Street Journal and in effect from time to time during the course of delinquency) plus four percent (4%) or, if less, the maximum allowable by law. In the event that any collection proceeding is initiated against Applicant, INDUCOMP Corporation shall be entitled to recover all related attorneys' fees and collection and court costs. Applicant acknowledges and agrees that INDUCOMP Corporation may extend payment terms or waive or otherwise decline to enforce its rights at any time or from time to time without losing its right to enforce the same at a later time.

**Accepted By**

	<u><b>INDUCOMP Corporation</b></u>	_____
<b>By</b>	_____	Full name of Applicant _____
<b>Date</b>	_____	_____

<h2 style="margin: 0;">INDUCOMP's Solution Partner Confidential Credit Application (cont)</h2>
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**Financial Authorization**

To Release Confidential Information

*Complete the top section only for each financial institution. Copy this form as necessary for additional financial institutions.*

**TO (Financial Institution)**

**FROM (INDUCOMP Applicant)**

**Attention:** Bookkeeping / Loan Department

Please accept this as authorization to release to INDUCOMP Corporation the information requested below for the purpose of extending credit. I understand that this information will be kept in strictest confidence between your organization and INDUCOMP Corporation.

Checking Account Number: \_\_\_\_\_ Savings Account Number: \_\_\_\_\_  
 Loan Number(s) \_\_\_\_\_

<b>Authorized Signature</b> _____	<b>Title</b> _____	<b>Date</b> _____
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*(To be completed by Financial Institution)*

Checking Account Number	Savings Account Number	Loan Number	Loan Number
No Checking Account _____	Not application _____	No Loan _____	No Loan _____
Date Opened _____	Date Opened _____	Short Term Installment _____	Short Term Installment _____
Average balance _____	Average balance _____	Line of credit _____	Line of credit _____
High Med Low _____	High Med Low _____	Unused portion _____	Unused portion _____
1 2 3 4 5 6 7 _____	1 2 3 4 5 6 7 _____	Date Opened _____	Date opened _____
<i>(Circle the appropriate figure)</i>	<i>(Circle the appropriate figure)</i>	Amount _____	Amount _____
Satisfactory _____	Date closed _____	Current balance _____	Current balance _____
Unsatisfactory _____		Maturity date _____	Maturity date _____
Date closed _____		Date closed _____	Date closed _____
NSF checks _____		Pynt exp _____	Pynt exp _____
		Assets _____	Assets _____
Remarks _____		Unsecured _____	Unsecured _____
_____		Guaranteed _____	Guaranteed _____
_____		By whom _____	By whom _____

<b>Completed by</b> _____	<b>Title</b> _____	<b>Date</b> _____
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**INDUCOMP CORPORATION  
AUTHORIZED RESELLER AGREEMENT**

This Agreement is made as of \_\_\_\_\_, 19\_\_\_\_, by and between INDUCOMP Corporation a Missouri corporation, having its principal place of business at 1265 Jefferson Street, Pacific, Missouri 63069 (INDUCOMP) and \_\_\_\_\_ having its principal place business at \_\_\_\_\_ ("RESELLER").

The following are the terms and conditions under which INDUCOMP sells and licenses its Computer Products, Accessories, Supplies and Licensed Programs (hereinafter referred to as "PRODUCTS") to RESELLER.

**1. APPOINTMENT AND ACCEPTANCE:** INDUCOMP appoints RESELLER and RESELLER accepts the appointment as an authorized, non-exclusive reseller for PRODUCTS solely for the purpose of resale of the PRODUCTS set forth in the RESELLER TERMS AND CONDITIONS, RESELLER PRICE LIST, attached hereto and incorporated herein by reference, to RESELLER's customers within North America, namely the United States of America, Canada and Mexico (the "Territory") to market, sell, and promote the PRODUCTS.

Other specified products may be added as PRODUCTS by INDUCOMP during the Term of this Agreement or any renewal hereof. Such PRODUCTS may be subject to additional terms and requirements as determined by INDUCOMP. INDUCOMP is not obligated to add any additional products and INDUCOMP reserves the right at any time to change, modify, or discontinue any model or type of PRODUCTS.

INDUCOMP shall have the right, from time to time, at its sole discretion, to increase or decrease the number of authorized INDUCOMP resellers in the vicinity of RESELLER or elsewhere, without advance notice to RESELLER. INDUCOMP expressly reserves the right to market, solicit sales, and sell, lease, rent, or otherwise dispose of the PRODUCTS to others in the Territory, including, but not limited to, resellers, end users or any third party. Such right may be exercised directly, through other resellers, or through any other channel or form of distribution of any kind and at any time. RESELLER will not be entitled to any commission, discount, or any other compensation with respect to or on account of any such sale, lease, rent or other disposition.

**2. TERM:** This Agreement shall become effective on the date a duly authorized officer of INDUCOMP executes this Agreement and unless terminated as provided herein, it shall continue in full force and effect until the 31st of December of the year of execution ("initial term"). Thereafter, this Agreement shall automatically renew for an additional twelve (12) month successive term commencing January 1 of the year following the Initial Term through December 31st of said year, provided RESELLER is not in breach of this Agreement or this Agreement is terminated as otherwise provided herein.

**3. SALES PROMOTION AND SUPPORT:** RESELLER will use best efforts in good faith to promote, demonstrate and sell PRODUCTS to ensure the highest quality of pre- and post- sale support to end-users, and to promote the goodwill, name and interest of INDUCOMP and its PRODUCTS. RESELLER agrees that its sales personnel will be competent and knowledgeable concerning INDUCOMP products in general and who are thoroughly familiar with the specifications, features and technical advantages of the PRODUCTS. RESELLER shall be responsible for the training of its sales personnel which may be necessary to impart such knowledge and shall cooperate fully in any PRODUCT education programs which INDUCOMP may establish. RESELLER agrees to represent the PRODUCTS fairly at all times in comparison with competitive products from other suppliers. RESELLER will comply with INDUCOMP programs for in-warranty repairs and post-warranty support for PRODUCTS.

RESELLER agrees to make no false or misleading representations with regard to INDUCOMP or INDUCOMP PRODUCTS and to make no representations to customers or to the trade with respect to PRODUCT specifications, features or performance, except such as may be approved in writing or published by INDUCOMP.

**4. PRICE AND PAYMENT TERMS:** Prices for the PRODUCTS purchased/licensed under this Agreement shall be as specified in the applicable RESELLER TERMS AND CONDITIONS, RESELLER PRICE LIST prevailing at the time INDUCOMP receives a purchase order. INDUCOMP may change the products, prices and terms on the RESELLER TERMS AND CONDITIONS, RESELLER PRICE LIST at any time upon notice to RESELLER. In the event of a price increase, such price change shall apply to all orders received by INDUCOMP as of the effective date of price increase. Payment is due as set forth in said RESELLER TERMS AND CONDITIONS, RESELLER PRICE LIST.

**5. RELATIONSHIP:** RESELLER's relationship to INDUCOMP will be that of an independent contractor engaged in purchasing and licensing PRODUCTS for resale to its reseller customers and end-user customers. RESELLER and its employees are not agents or legal representatives of INDUCOMP for any purpose and have no authority to act for, bind or commit INDUCOMP. RESELLER and INDUCOMP agree that this Agreement does not establish a franchise, joint venture or partnership.

Any representation, undertaking or commitment made by RESELLER or its reseller customers to their end-user customers with respect to PRODUCTS including quantities, delivery, modification, interfacing capability, suitability of software, or suitability in specific applications will be the sole responsibility of RESELLER, unless prior written approval is obtained from INDUCOMP. Neither RESELLER nor its reseller customers have any authority to modify any warranty contained in this Agreement or make any commitment of any kind on behalf of INDUCOMP.

RESELLER will indemnify, defend and hold INDUCOMP harmless from any action, suit, proceeding, liability, loss, claim, damage, costs or expense of every kind and nature, including reasonable attorney's fees arising out of or related to (1) any representation, undertaking or commitment made by RESELLER or its reseller customers, or (2) any warranty modified by RESELLER or its reseller customers.

**6. TRADEMARKS:** During the Term, RESELLER and its reseller customers may use the INDUCOMP trademarks and trade name associated with the PRODUCTS in connection with the marketing of those PRODUCTS but only if RESELLER has obtained prior written approval for any such use; however, such use shall not give RESELLER and its reseller customers any right, title or interest in any INDUCOMP trademark or trade name. Any rights in any INDUCOMP trademark or trade name acquired through RESELLER and its reseller customers' use belong solely to INDUCOMP. RESELLER or its reseller customers shall not attach any additional trademarks or trade names to the PRODUCTS, and shall refrain from affixing any INDUCOMP trademark or trade name to products other than the appropriate INDUCOMP PRODUCTS. RESELLER or its reseller customers shall not use any INDUCOMP trademark or trade name in a way that implies RESELLER or its reseller customers are an agency or branch of INDUCOMP. RESELLER or its reseller customers will immediately change or discontinue any use, authorized or unauthorized, as requested by INDUCOMP. RESELLER or its reseller customers have no right, title or interest in any INDUCOMP trademark or trade name and are not authorized to use any INDUCOMP trademark or trade name other than the designated trademarks. Any rights in any INDUCOMP trademark or trade name acquired through RESELLER or its reseller customers use belong solely to INDUCOMP.

**7. PATENT AND COPYRIGHT INDEMNITY:** INDUCOMP will defend RESELLER against a claim that a PRODUCT supplied hereunder infringes a U.S. patent or copyright, or that the PRODUCT's operation pursuant to software, other than third party software, supplied by INDUCOMP infringes on a U.S. patent, and INDUCOMP will pay any resulting cost, damages, and reasonable attorneys' fees finally awarded, provided that RESELLER promptly notifies INDUCOMP in writing of the claim, INDUCOMP has sole control of the defense and all related settlement negotiations, and RESELLER provides INDUCOMP complete information concerning the claim.

INDUCOMP's obligation hereunder is conditioned on RESELLER's agreement that if any PRODUCT becomes or in INDUCOMP's option is likely to become the subject of such a claim, RESELLER will permit INDUCOMP, at its option and expense, either to procure the right for RESELLER to continue using the PRODUCT or to replace or modify the same so that it becomes non-infringing; and if neither of the foregoing alternatives is available on terms that are reasonable in INDUCOMP's judgment, RESELLER will return the PRODUCT on written request by INDUCOMP. INDUCOMP agrees to grant RESELLER a credit for returned PRODUCTS as depreciated. The depreciation shall be an equal amount per year over the life of the PRODUCT as established by INDUCOMP.

INDUCOMP shall have no obligation to RESELLER under this Section 7 if any patent or copyright infringement or claim thereof is based upon; (I) use of any PRODUCT delivered hereunder in connection or in combination with equipment, software or devices not supplied by INDUCOMP; (II) RESELLER's use of a PRODUCT in the practicing of any process or in a manner for which the PRODUCT was not designed; or (III) INDUCOMP compliance with RESELLER's designs, specifications or instructions.

RESELLER shall indemnify and hold INDUCOMP harmless from any action, suit, proceeding, liability, loss, claim, damage, costs or expense, of any kind whatsoever, suffered or incurred in connection with any suit, claim or proceeding brought against INDUCOMP which arises from, or is in connection with, the manufacture, use, sale or licensing of any PRODUCT which has been modified, altered or combined with any equipment, device or software not supplied by INDUCOMP to the extent that such suit, claim or proceeding is due to such modification, alteration or combination. The foregoing states INDUCOMP's entire liability for patent and copyright infringements by PRODUCTS furnished under the Agreement.

**8. LIMITED WARRANTY:** INDUCOMP extends a limited warranty solely to the end-user of a PRODUCT and then, only as set forth in the Limited Warranty Statement accompanying each PRODUCT. RESELLER will make no warranty representation on INDUCOMP's behalf beyond those contained in the applicable Limited Warranty Statement. The warranty shall commence when the PRODUCTS are resold and/or licensed to the end-user by RESELLER, subject to the terms and conditions of the Limited Warranty Statement. INDUCOMP makes no warranty to RESELLER with respect to the PRODUCTS. In the event any PRODUCT fails to operate, according to INDUCOMP's specifications, prior to being resold to and end-user, RESELLER's exclusive remedy and INDUCOMP's sole responsibility shall be as set forth in said Limited Warranty Statement. Said warranty is contingent upon the proper use of the PRODUCTS and will not apply to PRODUCTS as specifically limited and set forth in the Limited Warranty Statement.

**EXCEPT FOR THE EXPRESS WARRANTY CONTAINED IN THE LIMITED WARRANTY STATEMENT ACCOMPANYING THE PRODUCT, INDUCOMP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND IMPLIED CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY, SUITABILITY OR USE OR PERFORMANCE OF PRODUCTS, WHETHER MADE BY INDUCOMP, ITS AGENTS OR EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY INDUCOMP WHATSOEVER. THE WARRANTIES AND CORRESPONDING REMEDIES AS STATED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS WRITTEN OR ORAL.**

**9. PROGRAM LICENSE PROVISIONS:** RESELLER is granted the right to distribute the Licensed Programs which are listed in the then current RESELLER TERMS AND CONDITIONS, RESELLER PRICE LIST. RESELLER shall comply with any additional provisions with respect to the distribution of the Licensed Programs contained in the end-user Program License Agreements. No title or ownership of its parts or related documentation (with the exception of the media on which it is continued) is transferred to RESELLER. Title to all applicable rights in patents, copyrights and trade secrets in the Licensed Programs shall remain in INDUCOMP or its Licensor. RESELLER and its reseller customers shall present the ultimate end-user of each Licensed Program with the Licensed Program Agreement. The end-user must sign the Licensed Program Agreement in order to obtain a license to use the Licensed Program. Use of the Licensed Program will be subject to the terms of that Licensed Program Agreement.

RESELLER and its reseller customers will safeguard the Licensed Program from disclosure to third parties by using the same degree of care to prevent unauthorized disclosure as RESELLER and its reseller customers use with their own trade secrets and those of other suppliers. RESELLER and its reseller customers are granted a license to use the Licensed Program materials for marketing/demonstration purposes provided RESELLER or reseller customers comply with the terms of the applicable Program License Agreement packaged with the Licensed Program.

Unless prior written consent is granted by INDUCOMP, RESELLER will not copy or modify any Licensed Program or its related materials supplied under this Agreement and will ensure that its reseller customers will not copy or modify any Licensed Program or its related materials supplied under this Agreement. RESELLER and its reseller customers will not remove or omit any copyright notice or other proprietary notice contained in or packaged with a Licensed Program.

**10. LIMITATION OF LIABILITY:** Except as expressly provided herein, INDUCOMP shall not be liable for any loss or damages claimed to have resulted from the use, operation, or performance of the PRODUCTS, regardless of the form of action. Notwithstanding any provision contained herein to the contrary, the maximum liability of INDUCOMP to RESELLER or any person whatsoever arising out of or in connection with any sale, license, use or other employment of claim based upon contract, warranty, tort, or otherwise, shall in no case exceed the actual amount paid to INDUCOMP by the RESELLER hereunder for the specific PRODUCT unit(s) that caused the damages. The foregoing Limitations of liability will not apply to claims for personal injury caused by INDUCOMP's negligence.

INDUCOMP and RESELLER may not institute any action in any form arising out of this Agreement more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment or promise to pay, except that this limitation does not apply to any action for payment of taxes.

**IN NO EVENT SHALL INDUCOMP BE LIABLE TO RESELLER FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.**

**11. DURATION OF AGREEMENT/TERMINATION:** Either RESELLER or INDUCOMP may terminate this Agreement, which includes any and all attachments, at any time by giving the other party thirty (30) days written notice. In the event a party breaches this agreement, the non-breaching party shall be entitled to terminate this Agreement upon giving written notice to the other party and said termination shall be effective as of the date of said notice. Each party acknowledges that the other has made no commitments regarding the term or renewal of this Agreement beyond those expressly stated herein. EACH PARTY ACKNOWLEDGES THAT THE TERMINATION PERIODS SET OUT ABOVE ARE ADEQUATE TO ALLOW IT TO TAKE ALL ACTIONS REQUIRED TO ADJUST ITS BUSINESS OPERATIONS IN ANTICIPATION OF TERMINATION.

Termination of this Agreement shall not affect any of RESELLER's pre-termination obligations, including, but not limited to, any outstanding payment obligation hereunder. Any termination of this Agreement shall be without prejudice to the enforcement of any undischarged obligations owing INDUCOMP existing at the time of termination. Upon any termination of this Agreement, any orders outstanding and unshipped as of the termination date shall be deemed canceled, and INDUCOMP shall have no obligation to fill same. If this Agreement is terminated by either party with advance notice, INDUCOMP shall have the right to reject all or part of any orders received from RESELLER during the period after notice is received but prior to the effective date of termination (hereinafter called "the final period") if availability of the PRODUCTS is insufficient at that time to meet the needs of INDUCOMP and its customers fully. In any event, INDUCOMP may limit shipments during the final period to an amount not exceeding RESELLER's average monthly purchases from INDUCOMP during the three (3) months prior or the month in which notice of termination is provided. Notwithstanding any credit terms made available to RESELLER prior to that time, any of the PRODUCTS shipped by INDUCOMP to RESELLER during the final period must be paid for by certified or cashier's check prior to shipment.

Upon termination or expiration of this Agreement for any reason, RESELLER will immediately cease to be an INDUCOMP Authorized Reseller and will refrain from representing itself as such and from using any INDUCOMP trademark or trade name and return all confidential or propriety information of INDUCOMP. Further, within ten (10) days following the effective date of any termination of this Agreement, RESELLER shall submit to INDUCOMP, if requested by INDUCOMP, a list of all PRODUCTS sold by INDUCOMP to RESELLER and remaining in RESELLER's inventory as of such effective date. INDUCOMP shall have the option to repurchase any or all of said PRODUCTS, but shall not be required to do so. If INDUCOMP desires to exercise its option hereunder, it shall notify RESELLER within thirty (30) days after receipt of the PRODUCT list from RESELLER. Upon receipt of any such notice, RESELLER, at its expense, shall cause those products selected by INDUCOMP for repurchase to be delivered to such location(s) in the USA as INDUCOMP may designate. INDUCOMP shall have the right to inspect all returned merchandise before establishing final disposition, and shall be entitled to reject and return to RESELLER, freight collect, any PRODUCTS which, in INDUCOMP's sole judgment, are in acceptable condition. RESELLER shall be credited for any accepted PRODUCTS at prices agreed upon between the parties, but in no event shall the credit be greater than the respective prices paid by RESELLER for such PRODUCTS, less the costs of any necessary repair, refurbishing or repackaging

THIS AGREEMENT IS BEING EXECUTED BY THE PARTIES WITH THE UNDERSTANDING THAT IT MAY BE TERMINATED AT ANY TIME AS PROVIDED HEREIN. NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY LEGAL OR EQUITABLE THEORY, FOR COMPENSATION, REIMBURSEMENT FOR INVESTMENTS OR EXPENSES, LOST PROFIT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY OTHER KIND OR CHARACTER, AS A RESULT OF ANY TERMINATION OF THIS AGREEMENT.

**12. MUTUAL RELEASE:** Except as reserved herein, in consideration of their mutual execution of this Agreement, INDUCOMP and RESELLER agree to and do hereby release each other of and from all manner of actions, suits, contracts, controversies, damages, obligations, claims, and demands whatsoever, whether known or unknown, whether in law or inequity, whether under laws or regulations of federal, state, or municipal governments, or under the common law, which such parties or their respective successors or assigns ever had, now have or which they or any of them hereafter can, shall or may have, by reason of any matter, cause or thin whatsoever, from the beginning of time up to and including the date hereof. If RESELLER previously has purchased merchandise from INDUCOMP, INDUCOMP reserves its rights against RESELLER for payment of any outstanding amounts, and RESELLER reserves its rights against INDUCOMP only for any credits to which it may be entitled arising out of cooperative advertising accruals, if applicable. Further, INDUCOMP reserves its rights against RESELLER in connection with any matter involving the infringement of any patent or copyright in connection with license of or any right to use licensed programs, software or confidential data supplied by INDUCOMP.

**13. CONFIDENTIALITY AND PROPRIETARY RIGHTS:** Certain data or portions thereof which may be supplied by INDUCOMP relating to the PRODUCTS are confidential and proprietary to INDUCOMP and will be so marked. RESELLER shall abide by such markings and it shall not reproduce, use or disclose the above described data to third parties, except as may be authorized by INDUCOMP. RESELLER shall limit its disclosure of INDUCOMP's confidential information solely to those employees who need such information for purposes of this Agreement, and who have agreed, in writing, with RESELLER to be subject to this nondisclosure provision.

**14. GOVERNMENT EXPORT RESTRICTION:** RESELLER agrees that the PRODUCTS purchased hereunder will not be exported directly or indirectly, separately or as part of a system without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.

**15. INDEMNITY:** RESELLER agrees to defend INDUCOMP against any actions, suits, or order proceedings asserted or instituted against INDUCOMP and to indemnify and hold INDUCOMP harmless from any and all action, suit, proceeding, liability, loss, claim, damage, costs or expense of every kind and nature, including reasonable attorneys' fees, arising out of or related to (1) any actions taken by RESELLER or any party acting on its behalf in relation to the PRODUCTS provided under this Agreement, or (2) any claim arising out of a breach or alleged breach by RESELLER of the warranty of the PRODUCTS.

**16. GOVERNMENT PROCUREMENT:** No United States Government procurement terms and conditions will be deemed included hereunder or binding on either party, unless specifically accepted in writing and signed by both parties.

**17. FORCE MAJEURE.** Neither INDUCOMP nor RESELLER shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, or acts in compliance with any law or government regulation.

**18. APPLICABLE LAW:** This Agreement will be governed by the laws of the State of Missouri.

**19. ASSIGNMENT.** RESELLER has been appointed by INDUCOMP as an Authorized Reseller for the PRODUCTS because of INDUCOMP's confidence in RESELLER, which confidence is personal in nature. RESELLER may not assign, transfer or sell all or any of its rights under this Agreement (or delegate all or any of its obligation hereunder without the written consent of INDUCOMP. Any other attempted assignment or transfer will be void. If a sale or other transfer of all or any part of the business conducted by RESELLER is contemplated (whether by transfer of stock, assets or otherwise), RESELLER shall notify INDUCOMP in writing not less than thirty(30) days prior to effecting such transfer, but such notice shall not obligate INDUCOMP to deal with the transferee. INDUCOMP may assign this Agreement only to a parent, subsidiary or affiliated firm, or to another entity in connection with the sale or transfer of all or substantially all of its business assets. Subject to these restrictions, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.

**20. NOTICES:** Unless otherwise agreed to by the parties, all notices required under this Agreement shall be made personally or by certified mail, return receipt requested, and all notices shall be addressed to the attention of the party executing the Agreement or its successor; provided, however, that notices of changes to the RESELLER TERMS AND CONDITIONS, RESELLER PRICE LIST may be made by facsimile, e-mail or regular first-class mail.

**21. EQUITABLE REMEDIES.** It is recognized by the parties hereto that irreparable damage will result to INDUCOMP from any violation of this Agreement by RESELLER, and it is expressly covenanted and agreed by RESELLER that, in addition to any and all other remedies available to it, INDUCOMP, its successors and assigns, shall have the remedy of restraining order, injunction, and such other equitable relief as may be declared or issued by a court to enforce the provisions of this Agreement, and RESELLER in any such equitable proceeding agrees not to claim that a remedy at law is available to INDUCOMP.

**22. WAIVER:** Either party's failure to enforce any provision of this Agreement will not be deemed a waiver of that provision or of the right to enforce it in the future.

**23. SEVERABILITY:** In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder shall be held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated in any manner.

**24. PARAGRAPH HEADINGS AND LANGUAGE INTERPRETATION:** The paragraph headings continued herein are for reference only and shall not be considered as substantive parts of this Agreement. The use of a singular or plural form in this Agreement shall include the other form, and the use of masculine, feminine or neuter gender shall include the other genders.

**25. ENTIRE AGREEMENT:** This Agreement, including any attached Addendum(a), contains the entire and only understanding between the parties and supersedes all prior agreements, either written or oral, relating to the subject matter hereof. Except for modifications as a result of INDUCOMP issuing a new RESELLER TERMS AND CONDITIONS, RESELLER PRICE LIST no modifications of this Agreement will be binding on either party unless made in writing and signed by persons authorized to sign agreements on behalf of RESELLER and INDUCOMP.

**26. FORUM FOR DISPUTES AND WAIVER OF JURY TRIAL:** If, during the term of this Agreement or at any time after its termination, either INDUCOMP or RESELLER commences a suit, action, or other legal proceedings against the other arising out of or in connection with this Agreement, the breach thereof or its termination, whether or not other parties are also named therein, the forum for the same, including, but not limited to, the forum of the trial, shall take place in accordance with this Section. Any action brought by either party against the other, its officers, agents, employees and/or ex-employees, shall be brought exclusively in the appropriate state or federal courts located in the State of Missouri. In the event that either INDUCOMP or RESELLER brings suit against the other party for any matter arising out of or in connection with this Agreement and the party which is sued is ultimately adjudicated to not have liability, then the party bringing suit agrees to pay the other party's reasonable attorneys' fees and litigation costs.

THE PARTIES MUTUALLY ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY RELATING IN ANY MANNER TO THIS AGREEMENT, ANY BREACH OF THIS AGREEMENT OR ITS TERMINATION MAY INVOLVE DIFFICULT OR COMPLEX ISSUES WHICH MAY BETTER BE UNDERSTOOD BY A JUDGE RATHER THAN A JURY. ACCORDINGLY, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY SUCH LITIGATION AND CONSENT TO A TRIAL BEFORE A JUDGE, SITTING WITHOUT A JURY.

**27. AUTHORITY:** If RESELLER is a sole proprietorship, the person executing this Agreement represents that he or she is the sole proprietor thereof. If RESELLER is a partnership, corporation or other legal entity, the person executing this Agreement represents that he or she is either a general partner, a duly authorized corporate officer or duly authorized representative, as the case may be, and that he or she has full authority to enter into this Agreement on behalf of such partnership, corporation or legal entity.

**RESELLER**

**ACCEPTED BY:  
INDUCOMP CORPORATION**

\_\_\_\_\_  
D/B/A (if applicable)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Sole Proprietor/ Type of Entity)

\_\_\_\_\_  
Typed Name

in the State of \_\_\_\_\_

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Title