

Assured Computing Technologies



**19 Harvey Rd. Units 13-15
Bedford, NH 03110
(603) 627-8728**

ACT PREFERRED PARTNER AGREEMENT

Partner Name: _____

Partner State Registration: _____

Partner Tax ID#: _____

Address/City/State/Zip: _____

ACT Partner Authorization Number (Provided by ACT after Accepted): _____

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

1. Partner Qualification

1.1 In order to ensure adequate technical and marketing support to end users, eligibility to resell ACT products is subject to meeting certification requirements as described in the Program Materials attached hereto as Attachment B. To cover administrative costs of this program, Partner agrees to a **One Time Payment of \$150.00** These Program Materials contain a detailed description of the benefits to a Partner of as well as the requirements of a Partner under this program. Partner will not sell ACT products without arranging for adequate post-sales support.

2. Relationships

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

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

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

3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by Partner and ACT. 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. ACT or Partner 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. ACT may, from time to time, give Partner 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. Partner Programs

4.1. ACT's Partner program will contain various participation levels. Each level has a fee associated with that level. Partner's participation level, and obligation to pay the associated fee will be indicated in Attachment A hereto. ACT will invite Partner from time to time to participate in the co-operative advertising, market development and promotional programs offered by ACT as defined in the Program Materials. Partner may, at its option, participate in such programs during the term of this Agreement. ACT reserves the right to terminate or modify such programs at any time at its sole discretion.

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

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

4.4. ACT does not represent that it will continue to manufacture any particular item or model of product indefinitely or even for any specific period. ACT 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. Partner is expected and encouraged to advertise and promote the sales of ACT products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. ACT must approve all such materials that use ACT's name or trademarks. ACT will assist Partner in advertising and promoting ACT products in accordance with ACT's policy.

5. Limitation of Liability

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

6. Use of ACT Trademarks

6.1. Partner acknowledges the following:

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

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

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

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

6.3. At the expiration or termination of this Agreement, Partner shall immediately discontinue any use of the PRODUCT and ACT names or trademarks or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was a Partner of the ACT 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. ACT'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. Software and Firmware

8.1 The software license terms will be specified in PRODUCT Standard Terms and Conditions of Sale and any Software Maintenance Agreement entered into by the parties.

8.2 One or more components of equipment Partner purchases may contain firmware programs built into their circuitry. Partner's purchase of that equipment includes a non-exclusive license to use and sub-license the firmware only as part of the equipment and only under the following conditions: (a) ACT (or its supplier) retains all title and ownership to the programs; (b) the firmware may not be copied, disassembled, decompiled or reverse engineered under any circumstances; and (c) Partner will only transfer possession of the programs in conjunction with a transfer of equipment.

9. Proprietary Information

9.1 ACT and Partner 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 ACT. Partner shall not have any right to manufacture ACT products.

10. Export Controls

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

11. Compliance with Laws

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

12. Government Contract Conditions

In the event that Partner elects to sell ACT products or services to the U.S. Government, Partner does so solely at its own option and risk, and agrees not to obligate ACT as a subcontractor or otherwise to the U.S. Government. Partner remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. ACT 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

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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". ACT and Partner 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.

Partner

Company: _____

By my signature below, I certify that I am authorized to represent this organization in contractual agreements.

Signed: _____

Print Name: _____

Title: _____

Date: _____

ACT, Inc.

Signed: _____

Print Name: _____

Title: _____

Date: _____

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Attachment A
Partner Participation Designation

Partner shall participate in the Partner program at the following level. Partners that do not maintain the level at which they are assigned for 1 year will be dropped to the level below. Certain benefits are only available at each level.

_____ Platinum \$50,000

Partnership of Leads, Demo Hardware at cost, Marketing Materials, Demo CD's and Free Unlimited Technical support. 2 hours of Sales training on each software product. Catalogue of products. Direct weblink from Partner page and description of Partner capabilities and completed projects for referrals. Contact phone number and address.

_____ Gold \$25,000

Matched split cost of Lead generation programs, Demo Hardware at cost, Limited marketing material, Product specific Demo CD, Web listing on Partner page, link to Partner site.

_____ Silver \$10,000

Prepaid Lead generation program (minimum of \$150.00 per month.) 1 Demo Whitebox system with Touchscreen monitor after 6 months or 2 registered sales. Basic listing on Partner page. Limited marketing material with Partner contact information.

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Attachment B

PROGRAM MATERIALS

The items listed below are available for Partner Use.

Items listed as free promotional will be supplied upon request from the Partner.

Items listed as 'OPTIONAL' require a purchase at cost.

Included:

- Direct Link from www.AssuredCompTech.com to www.PartnerSite.com
- Software and Hardware specific Marketing Materials highlighting "Partner name, address, logo (supplied by Partner), phone number and contact information.
- Direct marketing materials supplied by hardware and software vendors.
- Demonstration CD of each software package. Additional CD's may be purchased for customer distribution at a nominal charge of \$1.50 each.
- Sales Leads that are generated by ACT in the Partner area. Leads must be accepted within 1 business day and results returned to ACT within 1 week. Multiple leads that are not followed upon, will result in termination from the Lead portion of the Partner program.
- FREE 30 Day Technical support on software, hardware and basic networking products.

Items available for purchase at cost for Partner use only. Must be kept for 1 year from date of purchase.:

- Fully loaded Jiva Posiflex 8015 with full compliment of Demonstration software for Retail and Hospitality markets.
- Metrologic Bar Code scanners for demonstration purpose
- Star TSP-143 thermal receipt printer (USB, Auto-cut)
- Gvision 1515 Touchscreen monitor (USB or Serial)
- Zebra LP2824 Bar code printer
- Other items as specifically requested by Partner.