

# Software Distribution Agreement

*This is agreement is between these parties*

Software Developer/Owner  
Hereafter referred to as The Developer

Datanax Consultants Inc  
5847 Turney Drive  
Mississauga, Ontario  
L5M 2P8 Canada  
  
Phone: 905-858-1712  
Contact: Peter Keung

Business Partner  
Hereafter referred to as The Partner


A) **Agreement:**

- 1.0) Effective Start Date of agreement is: \_\_\_\_\_
- 1.1) Effective End Date of agreement is: \_\_\_\_\_

2.0) Extension of Agreement: This agreement can only be extended by mutual agreement from both parties in writing.

3.0) Software Products: This agreement covers the following Software products developed by Datanax Consultants Inc of Ontario, Canada.

**EEZGEN A Report/Summary File Generation System**  
**FTU400 AS400 FTP Utility**  
**DTU400 AS400 Data Transfer Utility**

Above software products, and others that may be added by mutual agreement at a later time, shall be referred to in this agreement as The Software.

4.0) Territories (Non-exclusive) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.0) Pricing and Term of Sale  
The Partner agrees to sell The Software to the end client on behalf of The Developer according to the standard or promotional prices effective at the time. These prices are dissimilated via letter, email or fax. It is also available from The Developer's website. The term of sales is **2% 10 days and net 30 days**. Failure to sell the product at the correct price and term may result in the reduction of commissions.

- 6.0) **Commission Rate: & Terms** The Developer agrees to pay The Partner on actual purchase order secured and payment received a commission of 45% of original sale and 20% of annual maintenance. Payments are due to The Partner 10 days from the date of receipt of payment by The Developer.
- 7.0) **Rights to Software:** The rights to the Software shall remain with The Developer. During this agreement, The Developer agrees to provide The Partner a copy of software for educational and demonstration purposes. This copy cannot be sold to a third party.
- 8.0) **Representation:** The Partner agrees to represent the Software according documentation maintained by The Developer. A current version of the documentation is available for download from The Developer's website.
- 9.0) **Use of Trade Marks & Names.** During the duration of this agreement, the Partner may identify itself as Value Added Distributor, Authorized Distributor or Business Partner or some other term to be mutually agreed upon.
- 10.0) **Disclosure** The Developer and The Partner agree not to use, nor to disclose, during or after this agreement proprietary business information obtained as a result of this agreement of the other party.
- B) ***Termination:***
- 1.0) **Mutual agreement** This agreement can be terminated immediately by mutual agreement of both parties.
- 2.0) **Without Cause:** Either party may terminate this agreement without cause by giving the other party 60 days of notice in writing.
- 3.0) **With Cause:** Either party may terminate this agreement immediately with cause if the other party is deemed in breach of any of the agreement clauses. However, if the other party disagrees, this agreement should remain in force until the matter is arbitrated according to laws of the Jurisdiction specified in the Governing Laws paragraph of this agreement.
- 4.0) **Upon Expiration:** This agreement is automatically terminated on effective end date of this agreement.

**C) General:**

- 1.0) Neither party shall represent itself as employee of the other party.
- 2.0) Neither party shall solicit for hire the employee of the other party or a duration not less than 2 years after the termination of this agreement.
- 3.0) If any provision of this agreement proves to be illegal, the remaining provision shall remain in full force.
- 4.0) Limitation of Liability. Neither party shall be responsible for the loss of profits, indirect or consequence damages suffered by the other party. The maximum liability by either party shall not exceed the party's gross profit arising out of this agreement for the last three months.
- 5.0) Governing Law: Where The Partner is a resident of United States of America, the governing Law shall be the Laws of the State of New York, United States of America. Where the Partner is not a resident of the United States of America, the governing law shall be the Laws of the Province of Ontario, Canada.

**IT IS SO AGREED BY:**

Datanax Consultants Inc

Partner:

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name: Peter Keung  
Title President

Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_