

AUTHORISED RESELLER AGREEMENT

SECTION I - COMPANY DESCRIPTION

NAME OF RESELLER(RESELLER)
[Submit 1st page of Articles of Incorporation or style registration or partnership or sole proprietorship registration]
COMPLETE ADDRESS
.....
TELEPHONE FACSIMILE EMAIL
BILLING ADDRESS (IF DIFFERENT)
YEARS IN BUSINESS NUMBER OF EMPLOYEES DEMO/TRAINING ROOM Y OR N
SUBSIDIARY COMPANY NAME
BUSINESS TYPE (PLEASE CHECK) VAR COMPUTER STORE CONSULTANT HARDWARE VENDOR
PST NUMBER (ATTACH FORM) GST NUMBER
PRESIDENT OR CEOSALES CONTACT
ACCOUNTS PAYABLE TECHNICAL CONTACT

SECTION II - AGREEMENT

DESCORE INC. hereby authorizes the RESELLER to resell products it holds distribution rights on and the RESELLER agrees to comply with all of the terms set out herein and any terms and conditions that come with the product sold.

1. The RESELLER shall sell products in Canada only unless otherwise approved in writing by Descore Inc.
2. The RESELLER shall not rent products to end user customers.
3. The RESELLER shall present the products fairly in comparison to similar products.
4. The RESELLER must accept first line technical support to end user clients.
5. Descore Inc. will provide technical support by telephone, facsimile, or email to the RESELLER during business hours, Monday to Friday 9:00am to 5:00pm EST. Said support will be billable unless waived in writing.
6. Relationship of the Parties: Dealer is an independent contractor and neither has nor shall have any power, right or authority, nor will Dealer represent that Dealer has any power, right or authority, to bind DESCORE or to assume or to create any obligation or responsibility, express or implied, on behalf of DESCORE or in DESCORE's name. Nothing stated in this Agreement shall be construed as constituting Dealer and DESCORE as partners or joint ventures, or as creating the relationships of employer and employee, master and servant, or principal and agent between the parties hereto.
7. Descore Inc. reserves the right to require that the RESELLER'S technical support person(s) attend a technical training session in order to retain RESELLER status.

Continued on next page

8. Warranty Provision - THE WARRANTY SET FORTH IN THE SOFTWARE PRODUCT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. RESELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

THE REMEDIES PROVIDED IN THE SOFTWARE PRODUCT ARE THE RESELLER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT WILL DESCORE INC. BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT), HOWEVER BASED.

9. Reseller or Descore Inc. may terminate this Agreement at any time on providing thirty days prior written notice. Notwithstanding termination of this Agreement howsoever caused, the provisions of paragraphs 8, 9, 10 & 11 shall continue and survive termination.

10. Reseller agrees that the terms of sale shall be C.O.D. unless otherwise indicated on invoice. Payment terms are net 30 days, thereafter, interest at the rate of 24% per annum shall be charged.

11. This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the Courts of Ontario shall have exclusive jurisdiction with respect to all matters arising from this Agreement.

SECTION III - CERTIFICATION

The undersigned agrees to comply with the terms and conditions presented in SECTION II.

COMPANY NAME

AUTHORISED SIGNATURE DATE
I HAVE AUTHORITY TO BIND THE RESELLER DAY/ MONTH/YEAR

PRINTED NAME OF PERSON SIGNING TITLE

I, _____, hereby certify that the information contained in Section I is true.

DESCORE INC., 112-20 VALLEYWOOD DRIVE, MARKHAM, ONTARIO, L3R 6G1

AUTHORISED SIGNATURE DATE

David Foster, President
I have authority to bind the Corporation