



DOFORMS, INC. RESELLER AGREEMENT

Reseller Name: _____

Street Address: _____

City: _____ State/Province: _____

Postal Code: _____ Country: _____

Reseller ID:	
Discount:	%

This Agreement is between doForms, Inc. (“doForms”), and the reseller named above (“Reseller”) and establishes the terms and conditions for Reseller’s participation in the doForms Reseller Program (the “Program”). Under the Program, doForms will provide marketing and promotional support to Reseller as specified in this Agreement related to Reseller’s purchase and license of doForms products for resale to Reseller’s customers (each such customer referred to herein as an “End User”).

1. Reseller Requirements

1.1 In order to ensure adequate technical and marketing support to End Users, eligibility to resell doForms products under the Program is subject to Reseller meeting the following minimum certification requirements: (a) Reseller must participate in online product training webinars either conducted or sanctioned by doForms; (b) Reseller must activate at least 25 devices within a 6 month period from the time this Agreement is executed; (c) Reseller must be capable of providing tier one technical support to End Users; and (d) Reseller must be capable of building forms.

1.2 Reseller will pay a one-time setup fee of \$699 to doForms. This fee is due upon receipt of invoice. This fee entitles Reseller to

a house account with full functionality and support for ten (10) mobile devices to be used solely for demos, pilots and form building. Under no circumstances shall Reseller use this account to provide services on a paid basis to any End User. doForms will provide Reseller access to the doForms Reseller Management System (RMS).

2. Relationships

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

2.2 Reseller has no authority to make any commitment on behalf of doForms 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 doForms products. Reseller will fully indemnify doForms from any and all liability (including costs and attorney fees) resulting from any modified warranty or other commitment by Reseller not specifically authorized by doForms in writing.

2.3 Reseller will not represent itself in any way that implies Reseller is an agent,

subsidiary, division or branch of doForms. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by doForms immediately upon notice from doForms.

3. Term, Limitations, Termination

3.1 The term of this Agreement is twelve (12) months from the date of acceptance by Reseller and doForms. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with the terms of this Agreement.

3.2 doForms 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 such termination.

3.3 doForms 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 Program

4.1 Pursuant to the Program, Reseller will receive a predefined discount off of each of the products and services sold by doForms. doForms' pricing is subject to change at any time by doForms and doForms reserves the right to bundle and/or unbundle products in its sole discretion. In addition, several products offered by doForms are products supplied by

third parties through the doForms market. The Reseller Discount Rate does not apply for these third party products. doForms will negotiate with the third party to make products available to Reseller at a discount, but any discount will be based on the agreed-to discount rate. Reseller will be notified as third party products become available and will be advised as to what the discount rate is per product.

4.2 doForms will provide product marketing communications materials via electronic media (Word, PDF, PowerPoint, etc.) in the English language for translation and duplication, as appropriate, to Reseller. doForms hereby grants to Reseller the non-exclusive, non-transferable right to reproduce and use any such materials during the term of this Agreement, but not to modify such materials without prior written permission from doForms.

4.3 During the term of this Agreement, doForms will provide Reseller with online training, access to manuals, how to videos, presales support and post-sales support. Post-sales support will available either by contacting doForms during normal business hours or by emailing support@doforms.com. doForms maintains support staff in both the US and Asia to insure Reseller can address End User concerns quickly and professionally.

4.4 doForms does not represent that it will continue to develop any particular item or version of a product indefinitely or even for any specific period. doForms 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 developing or supporting it.

4.5 Reseller is expected and encouraged to advertise and promote the sales of doForms products through all appropriate media

including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. doForms must approve all such materials that use doForms name or trademarks. doForms will assist Reseller in advertising and promoting doForms products in accordance with doForms' policies. At no time will Reseller publish a price in literature or on the web that is less than the current price published on the doForms website.

4.6 There are various options available for branding doForms both on the web portal and the mobile application. Basic branding is provided free of charge and doForms makes no efforts other than to allow Reseller and or End User to replace logos on both platforms. References will continue to be made to doForms throughout the product in help screens, documentation and possibly even in error messages. There are paid options available that will allow Reseller to have its own URL and version of the mobile application on the various app markets. These options are not available under this agreement and will require Reseller to enter into a separate agreement with doForms.

4.7 doForms will invoice Reseller on a monthly basis for all mobile devices activated under the Reseller's Identification Number ("Reseller ID Number"). Invoicing is on a per-device per month basis. Charges for devices activated mid-month or devices that were terminated mid-month will be prorated. The invoiced amount shall be the monthly retail price at the time of the sale as published on www.doforms.com minus the Reseller Discount Rate multiplied by the number of mobile devices linked to the Reseller ID Number. doForms will send an electronic invoice to Reseller's primary email address or to a specified billing email address. Invoices will include billing detail broken out by individual customer account based on the standard discount rate. Invoices are due net

fifteen (15) days and all payments must be made in US dollars either via credit card, check or wire transfer. If Reseller is based outside of the United States, all payments must be made in United States currency by bank-to-bank wire transfer to an account designated by doForms, unless otherwise agreed to by doForms in writing.

4.8 Taxes. All amounts payable under this Agreement are exclusive of any sales taxes, use taxes, value-added taxes, and other taxes and duties which Reseller shall be responsible for paying.

4.9 Failure to pay an invoice after thirty (30) days will result in termination of this Agreement. Each End User will be given the option to pay doForms directly to continue service. Each Reseller is required to provide accurate End User information when activating accounts. Reseller's failure to collect fees from End Users does not in any way reduce its financial obligation to doForms.

4.10 Reseller Management System (RMS) is the web portal provided by doForms that will allow Reseller to add and remove accounts as well as add and remove mobile devices within accounts. This system is under development as of the effective date of this Agreement. In the absence of this system, Reseller will use the form provided by doForms for Reseller account management. doForms will also make available to Reseller a web service that will allow Reseller to integrate account management into Reseller's systems.

5. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL DOFORMS 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 DOFORMS HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

6. Use of doForms Trademarks

6.1 Reseller acknowledges that (i) doForms owns all right, title and interest in the doForms names and logotypes, (ii) doForms is the owner of certain other trademarks and trade names used in connection with certain product lines and software, and (iii) Reseller will acquire no interest in any such trademarks or trade names by virtue of this Agreement, its activities under it, or any relationship with doForms.

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 doForms products. With doForms' prior written approval, Reseller may also use the doForms trademarks and trade names to promote and solicit sales or licensing of doForms products if done so in strict accordance with doForms guidelines. Reseller agrees that it will not adopt or use such trademarks or trade names, or any confusing word or symbol, as part of its doForms 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 doForms products and trademarks or any combination of words, designs, trademarks or trade names that would indicate that it is or was a reseller of doForms products.

7. Product Warranty

7.1 The warranty terms and conditions will be as specified in the online standard End User License Agreement (EULA) found on the doForms corporate website, www.doforms.com/EULA.

7.2 DOFORMS 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. Proprietary Information

8.1 doForms 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.

8.2 This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to doForms.

8.3 Reseller agrees that doForms is the sole and exclusive owner of all products and software licensed by Reseller to End Users under this Program, including all copyrights, trademarks and patents and other intellectual property. Reseller is not authorized to remove, obliterate, obscure, or conceal in any way doForms' name from the products. Reseller further agrees that all components of the products and of all products marketed or handled by Reseller shall clearly identify doForms as the owner thereof. Reseller on behalf of itself and its representatives and affiliates further undertakes and agrees that neither Reseller nor its representatives or affiliates will initiate any claim in any court or

other tribunal challenging the validity or ownership of doForms' ownership rights in and to the products and software.

9. Export Controls

The doForms products may be subject to restrictions and controls imposed by the United States Export Administration Act and other applicable transfer control and prohibited person laws and regulations of the United States and other jurisdictions (collectively, the "Export Laws"). Reseller will not import or export any doForms products except as permitted by Export Laws. If Reseller is required to provide a government or regulatory body with access to the products, then such access must be subject to this Section and Reseller's confidentiality obligations and subject to Reseller's rights and obligations with respect to doForms as Reseller's third party licensor under FARS and DFARS (or their successor regulations).

10. 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 doForms harmless for all liability or damages caused by Reseller's failure to comply with the terms of this provision.

11. Government Contract Conditions

In the event that Reseller elects to sell doForms products or services to the U.S. Government or any branch or agency thereof, Reseller does so solely .at its own option and risk, and agrees not to obligate doForms 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. doForms makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes or regulations.

12. Miscellaneous Notices

All notices under this Agreement will be deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered U.S. mail or nationally recognized express courier, return receipt requested, to the address shown below or as may otherwise be specified by either Party to the other in accordance with this section.

To doForms, Inc.
Licensor: 14 Commerce Drive Ste. 303
Cranford, NJ 07016
Attn: Rob Bothe CFO
Email: rbothe@doforms.com
Fax: 908-505-9020

With a copy Mitchell L. Fishberg
to: Gordon & Rees
95 Glastonbury Blvd,
Suite 206
Glastonbury, CT 06033

13. Non-Disparagement

Reseller agrees that neither it nor any of its employees or representatives will disparage doForms or any of its executives, or issue or cooperate with the issuance of any article, memorandum, release, interview, publicity or statement, whether oral or written of any kind, to any individual, the public, the press or the media, which in any way disparages or defames the goodwill, reputation, image or current or future commercial interests or prospects of doForms.

14. Entire Agreement

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.

15. Governing Law

New Jersey law governs this Agreement without consideration to that body of law referred to as “conflicts of laws.” doForms and Reseller will attempt to settle any claim or controversy arising out of this Agreement

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.

16. Sublicense Terms for End-Users.

All sublicenses granted by Reseller to End Users shall be subject to doForms End User License Agreement and Privacy Policy.

<http://www.doforms.com/EULA>

<http://www.doforms.com/privacy-policy>

Submitting this Agreement does not establish your company as a reseller under the Program or otherwise. Reseller requests will be reviewed and doForms will issue you a valid Reseller ID along with a signed copy of this agreement upon acceptance.

doForms, Inc.

doForms Signature:

Reseller Signature:

Title: _____

Title: _____

Date: _____

Date: _____



Reseller Management System (RMS) Set-up Form

ALL FIELDS ARE REQUIRED

Company

Name: _____ # Employees: _____ # Offices: _____

Phone #: _____ Fax #: _____

Account Administrator

Name: _____ Password: _____

Email: _____ Phone #: _____

Business Contact

Name: _____

Email: _____ Phone #: _____

Billing Contact

Name: _____

Email: _____ Phone #: _____

Street: _____

City: _____ State/Province: _____

Postal Code: _____ Country: _____