

## SOFTSEARCH PREMIER RESELLER AFFILIATE PROGRAM AGREEMENT WITH **Company**

This agreement (“Agreement”) is between the **Company** (“Affiliate Partner”), and SoftSearch Inc (“SoftSearch”).

### Overview

SoftSearch assists its clients worldwide in finding and purchasing the business and specialty software they require. With more than 100,000 commercial software titles (over 250,000 individual commercial software products) and 20,000 software publishers currently in SoftSearch’s software catalogue, SoftSearch is the world’s leading source for software information. The catalog provides a comprehensive listing on a wide range of business and specialty software applications.

This SoftSearch Premier Affiliate Program allows the **Company** to offer its clients, members and/or web visitors a custom catalogue of a wide range of business and specialty software for purchase that is specific to the **Named** industry. This provides revenue for the **Company**, with no cash outlay, additional infrastructure or operating costs.

### SOFTSEARCH RESPONSIBILITIES

1. SoftSearch will implement, host and maintain a software sales web site for the Affiliate Partner, containing software for purchase designed to help the **Named** industry companies better manage their business. SoftSearch will provide the Affiliate Partner a URL to link to this Premier Reseller Affiliate Custom Catalogue into the Affiliate Partner’s web site.
2. “Buy” / “Special Order” buttons will be placed next to each product listing. When a request for software is received from the co-branded link, SoftSearch will complete the software sale or negotiate a finder’s fee and complete the fulfillment of the requested product.
3. SoftSearch will handle all responsibility for customer service, sales, order processing and fulfillment of software products sold from the Premier Reseller Affiliate Custom Catalogue.
4. SoftSearch will place the Affiliate Partner’s logo and related branding and or trademarks prominently on the Premier Reseller Affiliate Custom Catalogue site. SoftSearch agrees to comply with any reasonable trademark usage guidelines that the Affiliate Partner may communicate to SoftSearch from time to time. SoftSearch may not modify the Affiliate Partner’s Marks in any way. SoftSearch recognizes that the Affiliate Partner reserves all of its rights in the Affiliate Partner’s Marks and all other intellectual property rights. The Affiliate Partner may revoke this license at any time. Upon termination of this Agreement, SoftSearch will cease all use of the Affiliate Partner’s Marks.
5. SoftSearch hereby grants the Affiliate Partner a non-exclusive, non-transferable, revocable right to use and display the SoftSearch name, trademarks, and any other of its marks solely for the purpose of implementing the Premier Reseller Affiliate Custom Catalogue in accordance with this Agreement.



Owner: SoftSearch Inc. Licensee: **Company**

6. SoftSearch will be solely responsible for the implementation, operation and maintenance of the Premier Reseller Affiliate Custom Catalogue and for all information contained therein. SoftSearch agrees to indemnify and hold

harmless the Affiliate Partner from all claims, damages and expenses relating to the implementation, operation, maintenance and contents of the Premier Reseller Affiliate Custom Catalogue and the web site containing it.

7. SoftSearch agrees to create a link for the Premier Reseller Affiliate Custom Catalogue site with “FAQs (frequently asked questions)” about the Premier Reseller Affiliate Custom Catalogue experience, as well as explanations for the fulfillment process.
8. SoftSearch will also be available for direct calls by the Affiliate Partner’s staff for the fulfillment of any client software purchase requests received by the Affiliate Partner’s staff.
9. Along with quarterly revenue share payment to Affiliate Partner, SoftSearch will send a status report on progress of potential sales via finder’s fee arrangement

### **AFFILIATE PARTNER RESPONSIBILITIES**

1. The Affiliate Partner agrees to place a hyperlink to the Premier Reseller Affiliate Custom Catalogue prominently on a portion of its web site linking to the URL referred to above. The Affiliate Partner will place the logo and related branding and or trademarks for SoftSearch, prominently, in a mutually agreed upon location on the Affiliate Partner web site.
2. To increase the successful sales results from this Affiliate partnership, the Affiliate Partner agrees to make best efforts to promote this software sales web site to its members through various activities and vehicles, such as newsletters, emails, trade shows, member events, etc.
3. The Affiliate Partner agrees to comply with any reasonable trademark usage guidelines that SoftSearch may communicate to the Affiliate Partner from time to time. The Affiliate Partner may not modify the SoftSearch Marks in any way. The Affiliate Partner recognizes that SoftSearch reserves all of its rights in the SoftSearch Marks and all other intellectual property rights. SoftSearch may revoke this license at any time. Upon termination of this Agreement, the Affiliate Partner will cease all use of the SoftSearch Marks.
4. The Affiliate Partner hereby grants SoftSearch a nonexclusive, non-transferable, revocable right to use and display the Affiliate Partner’s Marks solely for the purpose of implementing the Premier Reseller Affiliate Custom Catalogue in accordance with this Agreement.

Affiliate logo goes here

Owner: **Company** Licensee: SoftSearch

### **PRICING, REVENUE SHARE AND PAYMENT**

SoftSearch primarily focuses on selling software and completing the sale.

Finder’s fees are an alternative way for SoftSearch and the Affiliate Partner to be involved in a software sale where for reasons of higher price point, or software product integration/customization issues the software manufacturer needs to be connected directly with the potential buyer to complete the sale. In these cases SoftSearch will sign a finder’s fee agreement with the software publisher before connecting buyer and seller. If and when a sale is completed (potential sales are tracked and followed up by SoftSearch), the finder’s fee is collected.

#### **1. Revenue Share for software sales and finder’s fee agreements**

SoftSearch will pay the Affiliate Partner a royalty of either 8% of the gross margin on completed software sales, or 8% of the finder’s fee deriving from requests that result in an eventual sale from the Affiliate Partner link as above.

#### **2. Payment of royalties:**

Payments of the above revenue share will be paid to the Affiliate Partner quarterly, with payments on each quarter’s sales due within 30 days after the end of the quarter in which the sales occurred.

**Term and Termination**

This Agreement will continue in effect unless terminated by either party on sixty (60) days written notice.

**Warranty**

Both parties represent and warrant that they: (i) will make reasonable efforts to ensure that their respective systems are in working order; (ii) have all necessary authority to enter into this Agreement. THE PARTIES DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN FOR A BREACH OF THIS SECTION (WARRANTY) OR THE NEXT SECTION (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY IN TORT, CONTRACT, OR UNDER ANY OTHER LEGAL THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF WHETHER IT HAS BEEN WARNED OF THE POSSIBILITY OF SUCH LOSS.

**Indemnity**

Each party will indemnify and hold the other harmless from any liabilities, damages, and expenses of any nature, arising out of any acts or omissions of the Indemnifying Party. The party claiming right of indemnification shall promptly notify the other party (the "Indemnifying Party") in writing of the claim and shall allow the Indemnifying Party to control the defense and all related settlement negotiations.

**Confidentiality**

Each party acknowledges and agrees that any information relating to the other party's business which is not generally known to the public is confidential and proprietary information. Neither party will disclose the Confidential Information to third parties without prior written agreement.

**General Provisions**

1. Neither party will assign this Agreement or rights without the prior written consent of the other, which will not be unreasonably withheld; provided, however, that either party may assign this Agreement to an entity which is an affiliate or which succeeds by operation of law to, or otherwise acquires substantially all of its assets, or into which the party is merged, and which assumes the party's obligations.
2. This Agreement shall be governed by and interpreted under the laws of British Columbia, Canada.
3. All notices will be in writing and will be served at the address of the receiving party.
4. If any term in this agreement is determined by the courts to not be legally binding, the balance of this agreement will remain intact.
5. The indemnification and confidentiality obligations in the Agreement will survive the termination of this Agreement.
6. Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Except as provided in this Agreement, neither party will have the right, power, or authority to act or to create any obligation on behalf of the other.

If the foregoing terms and conditions are acceptable to you, kindly sign and return one copy of this agreement to us. We look forward to being of service to you.

**Agreed by SoftSearch Inc.:**

375 Water St., Suite 415  
Vancouver, BC, Canada V6B 5C6  
604-681-0516 / 1-800-667-6503

By: \_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Name of Authorized Representative]

Date:

**Agreed by:**

\_\_\_\_\_  
[Affiliate Partner]

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name of Authorized Representative]

Date: