

UNOVERICA AUTHORIZED RESELLER MARKETING AGREEMENT

1. Authorization. You are authorized as a Unoverica Authorized Reseller. Your authorization is based on Your compliance with this Agreement. Your authorization is also based on Your meeting training and demonstration system requirements and complying with product marketing and support guidelines. References in this Agreement to “the products” mean the products specified in the Program Description. Unoverica reserves the right to modify this Reseller Marketing Agreement at any time.
2. Term. Authorization is granted for a one-year period, effective from the date on which the Unoverica Authorized Reseller Application is accepted by an authorized representative of Unoverica, and will automatically renew if there is no lapse in meeting the authorization requirements. Notwithstanding, the parties may terminate this Agreement, and the authorization provided under this Agreement, in accordance with Section 8 below.
3. Eligible Products and Customers. Under this Agreement, You may only market and resell Unoverica products acquired from Unoverica or its authorized distributors. You agree to market and sell the products only to end user customers. “End user” means a person or entity who acquires the products for its own internal use. End user does not include an entity which resells, sells, licenses, rents or leases the products to other parties in the regular course of business.
4. Intellectual Property Rights.
 - 4.1 Ownership. No title to or ownership of software acquired by You as an authorized reseller is transferred to You. Notwithstanding anything to the contrary in this Agreement, Unoverica, or the licensor through which Unoverica obtained the rights to distribute the products, owns and retains all title and ownership of all intellectual property rights in the products, including all software, software, copies of software, master diskettes, documentation and related materials and all modifications to and derivative works from software acquired as an authorized reseller made by You, Unoverica or any third party. Unoverica does not transfer any portion of such title and ownership, or any of the associate goodwill to You, and this Agreement should not be construed as granting You any right or license, whether by implication, estoppel or otherwise.
 - 4.2 Protection. You agree to take all reasonable steps to protect the products, documentation and license keys from unauthorized copying or use. The source code of any software acquired under this agreement represents and embodies trade secrets of Unoverica and/or its licensors. The source code and embodied trade secrets are not licensed to You and any modification, addition, or deletion is strictly prohibited. You agree not to disassemble or decompile the software in order to discover the trade secrets contained in the source code.
 - 4.3 Infringement. You agree to report any instances of suspected copyright and/or trademark infringement to Unoverica and to give Unoverica reasonable assistance in investigating and prosecuting the infringing acts.
5. End User Satisfaction. The products you market as an authorized reseller are technically complex and require high-quality, individualized pre-sale and post-sale support. This support is necessary to achieve and maintain high end user satisfaction. You agree that high end user satisfaction is a condition of your continued authorization by Unoverica. To ensure high end user satisfaction, You agree not to market the products directly or indirectly through mail order. In addition, You agree to:
 - 5.1 Ensure that each product marketed to the end user is appropriate to the end user’s requirements and platform;

- 5.2 Verify the successful operation of the product after installation;
- 5.3 Report promptly to Unoverica all customer questions and complaints regarding the installation, configuration and operation of any Unoverica product;
- 5.4 Maintain an end user report for each product sold/licensed (each end user report to include the name and address of the end user, date of the sale, the product sold/licensed, and the serial number, if applicable);
- 5.5 Retain all end user reports for five years after the date of sale, and assist Unoverica in tracing a product to an end user to distribute critical product information, locate a product for safety reasons, or to discover unauthorized marketing or infringing acts;
- 5.6 Conduct business in a manner which reflects favorably at all time on the products, goodwill and reputation of Unoverica;
- 5.7 Avoid deceptive, misleading or unethical practices which are or might be detrimental to the reputation of Unoverica or its products;
- 5.8 Refrain from making any false or misleading representations with regard to Unoverica or its products; and
- 5.9 Refrain from making any representation, warranties, or guarantees to customers or other third parties with respect to the specifications, features or capabilities of products that are inconsistent with the literature distributed by Unoverica.

6. Trademark Usage. You are authorized to use the Unoverica trademarks applicable to the products marketed under this Agreement and the other Unoverica marks as applicable only while this Agreement is in effect. You are not authorized to use any Unoverica trade names without the prior written consent of Unoverica. Upon the expiration or termination of this Agreement, You agree to cease all display, advertising and use of any and all Unoverica trade names and trademarks. You agree not to alter, erase or overprint any notice provided by Unoverica and not to attach any additional trademarks without the prior written consent of Unoverica or affix any Unoverica trademarks to any non-Unoverica products. You recognize Unoverica's ownership and title to the trade names and trademarks and the goodwill attaching to the trade names and trademarks. You agree that any goodwill which accrues because of Your use of the trade names and/or trademarks will become Unoverica's property. You agree not to contest Unoverica's trademarks or trade names, or make application for registering any Unoverica trademarks or trade names without Unoverica's prior written consent. You agree not to use, employ or attempt to register any trademarks or trade names which are confusingly similar to the Unoverica's trademarks or trade names. You will refrain from using Unoverica's trademarks or trade names in a way that is inconsistent with Your limited rights under this agreement.

7. LIMITATION OF LIABILITY. UNOVERICA'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS CONCERNING THIS AGREEMENT AND PRODUCTS ACQUIRED UNDER THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

7.1 Aggregate Liability. Unoverica's liability for actual damages to You for any cause whatsoever, except as otherwise stated in this Section, and regardless of the form of action, will be limited to the price, less discount, of the product that caused the damages or gave rise to the cause of action. This limitation does not apply to claims by You for personal injury or damage to real property or tangible personal property caused by Unoverica's negligence.

7.2 Software. Unoverica's liability and Your exclusive remedy for software acquired under this Agreement are set forth in the applicable Software License Agreement. The Software License Agreement is the Software License Agreement in effect at the time when the event occurs which causes the damage.

8. Termination. Either party may terminate this Agreement for cause, upon 30 days' written notice. If the terms and conditions of this Agreement are not being met. Either party may terminate this Agreement solely for convenience upon 30 days written notice to the other party. Termination by either party will result in the automatic revocation of Your authorization.

9. General Provisions.

9.1 Jurisdiction. This Agreement will in all respects be governed by and construed in accordance with the laws of the State of California.

9.2 Waiver. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of such right or remedy on any other occasion.

9.3 Superior Agreement. This Agreement shall not be supplemented or modified by any course of dealing or usage of trade. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification from You will be of no effect, unless otherwise expressly provided in this Agreement.

9.4 Assignment. This Agreement is not assignable by You, in whole or in part, without Unoverica's prior written consent. Any attempted assignment without Unoverica's written consent will be null and void.

9.5 Independent Contractors. You acknowledge that You are an independent contractor of Unoverica and that You will not, except in accordance with this Agreement, represent Yourself as an agent, partner, joint-venturer, or subsidiary of Unoverica.

9.6 Compliance with Laws. Each party will comply, at its own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department of agency which apply to or result from its obligations under this Agreement. You agree not to export products directly or indirectly, separately or as part of the system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

9.7 Record Examinations. You agree to allow Unoverica to examine Your records to determine compliance or non-compliance with this Agreement. Any examination will be at the expense of Unoverica and will be solely for the purposes of ensuring compliance with this Agreement. Any examination will be conducted only by an authorized representative of Unoverica, and will occur during regular business hours at Your offices and will not interfere unreasonably with Your business activities. Comprehensive examinations will be made no more frequently than semi-annually and Unoverica will give You thirty (30) days or more prior written notice of the date of each such examination and the name of the Unoverica authorized representative who will be conducting the examination. Partial examinations may be conducted no more frequently than monthly and Unoverica will give You five (5) days or more prior written notice of the date of each such partial examination and the name of the Unoverica authorized representative who will be conducting the examination. All information obtained by the Unoverica authorized representative conducting the audit will be maintained confidential by the representative. Notwithstanding, the

examiner will give You and Unoverica and examination report containing only the information necessary to indicate compliance or non-compliance with the Agreement.

10. Academic Specific Products. Unoverica authorizes reseller to sell academic specific products as part of the Unoverica Authorized Reseller privileges. Reseller agrees to distribute or sell Unoverica academic specific products solely to qualified academic customers as defined by Unoverica. Current customer qualifications are found on the outside of each academic specific package. Selling academic products to non-academic qualified customers is grounds for termination of Unoverica Authorized Reseller status. Unoverica reserves the right to recover from reseller any damages incurred and/or profits lost due to sale of academic products to customers not eligible for these discounts.

11. Modifications. No modifications to this agreement will be effective or binding unless reduced to writing and signed by both parties.

12. Merger. It is understood and agreed that this document contains all the terms of the agreement between the parties and that no representations, negotiations, warranties and statements made prior to the execution of this agreement are a part hereof.

I have read the Unoverica Authorized Marketing Agreement and agree to be bound by the terms and conditions set forth.

By:

Company _____

Authorized Signature _____

Name (Please Print) _____

Title _____

Date _____

Accepted by:

Unoverica, Inc.

Authorized Signature _____

Name _____

Title _____

Date _____



UNOVERICA CORPORATION

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