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**VALUE ADDED RESELLER AGREEMENT
TERMS AND CONDITIONS**

THIS AGREEMENT is made this the ____ day of _____.

BETWEEN

New West Technologies, Inc. of 4606 SE Division, Portland, Oregon 97206

AND

_____ of _____, (“RESELLER”)

RECITALS

- A. New West Technologies, Inc. develops software such as vertical industry add-ons to Microsoft RMS software. New West Technologies, Inc. is the owner of the intellectual property rights to the computer programs identified in Appendix 1 and is entitled to grant the resale, marketing and license rights as laid down in this Agreement.
- B. RESELLER is a Microsoft Business Solutions Certified Microsoft RMS Partner. RESELLER possesses the following: experience with Retail Software (Point of Sale). RESELLER possesses adequate resources to effectively market and sell New West Technologies software.
- C. New West Technologies, Inc. and RESELLER desire to enter into a resale agreement providing for the marketing, service and resale of the Software and license to use New West Technologies, Inc. trademarks, trade names and software programs in pursuit of customers, on the terms and conditions set forth in this Agreement.
- D. RESELLER and New West Technologies, Inc. have agreed to enter into this resale agreement to evidence the terms and conditions of the agreement between them in relation to the supply by New West Technologies, Inc. to RESELLER of New West Technologies, Inc. software for marketing by RESELLER to the territory of deemed suitable markets for New West Technologies, Inc. software.

DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Maintenance	means a New West Technologies, Inc. service that allows for a fee, an End User to receive updates, releases and new documentation, and allow for active resolution of Licensed Product Errors. The End User is required to purchase this service at the time of purchase of the product license.
End User Agreement	means a software license and customer services agreement with respect to the Software between RESELLER and an End User, containing license, confidentiality, warranty and liability provisions giving reasonable protection at least equivalent to that set out in this Agreement.
Intellectual Property	means patents, trademarks, copyright, database rights, design rights, rights in respect of confidential information and business secrets, technical and commercial know-how and any other existing or future industrial and/or intellectual property rights.
Licensee	means any person to whom a copy of the Software is provided.
Price List	means New West Technologies, Inc. standard price list as agreed between the parties, attached to this Agreement and forming an integral part therewith (see Appendix 2).
Software	means the software programs as identified in the Price List, including related supporting information, documentation and User Documentation, if any, and all modifications, enhancements, updates, new releases and additions thereto.
Territory	means for example, US, UK, Canada, etc.
Trademarks	any and all of the trademarks and trade names of New West Technologies, Inc.
User Documentation	means the operating manuals and other literature that may be provided by New West Technologies, Inc. to the RESELLER from time to time for use by Licensees in conjunction with the Software.



1. APPOINTMENT

- 1.1 New West Technologies, Inc. hereby appoints the RESELLER and grants to the RESELLER the right to market, advertise and sell Software licensed by New West Technologies, Inc., and the RESELLER hereby agrees to act as a RESELLER for New West Technologies, Inc. in the RESELLER's non-exclusive Territory to market, advertise and sell the Software, distribute the User Documentation, if any, and accepts the rights and obligations granted and assumed hereunder.
- 1.2 The RESELLER shall not be entitled to assign or sub-contract any of its rights or obligations under this Agreement or appoint any agent to perform such obligations without the prior written consent of New West Technologies, Inc. Notwithstanding the further clauses of this Agreement such as the termination clause, such consent shall not unreasonably be withheld by New West Technologies, Inc. and shall in any event be made subject to conditions such as prior written submission to the conditions of this Agreement

2. DURATION

- 2.1 Notwithstanding any other provision of this Agreement, this Agreement shall be considered to have entered into force upon execution of this Agreement and shall remain in force for a minimum of one (1) year, with automatic renewal each year beginning with effective date.

3. LICENSING GRANTS

- 3.1 Reverse Engineering: No license is given to RESELLER for the source code to the Licensed Products. RESELLER agrees that it, directly or indirectly, shall not reverse engineer, decompile, modify, or prepare derivative works of the Licensed Products, except as permitted by applicable law, and to the extent that NWT is not permitted by such applicable law to exclude or limit such rights. Information relating to the Licensed Products which is necessary to enable the production of software which is interoperable or compatible with the Licensed Products or other software may be available from NWT upon written request.
- 3.2 Sublicense: The licenses granted to RESELLER pursuant to this Section 4 shall include rights under any applicable patents, copyrights, and trade secrets owned by, or licensed to, NWT, but only to the extent necessary to give effect to such limited licenses. Except as set forth herein, RESELLER shall not sublicense or permit the sublicense of any of the rights granted to RESELLER by NWT in this Agreement.
- 3.3 Trademark License: Subject to the terms and conditions of this Agreement, NWT hereby grants to RESELLER a personal, nonexclusive and nontransferable right and license to use and display the Trademarks solely in connection with and solely to the extent reasonably necessary to the marketing, distribution and support of the Licensed Products within the specified region.

4. DELIVERY AND INSTALLATION

- 4.1 Prior to installing the Software on any Licensee's equipment the RESELLER shall purchase from New West Technologies, Inc. the Software and request New West Technologies, Inc. to issue a license key code for the Software and shall in writing provide any and all details of the Licensee's installation (including full name, address, telephone number and contact name) to New West Technologies, Inc.
- 4.2 The RESELLER shall provide Professional Services to its Customers, and New West Technologies, Inc. is not responsible or liable for such Professional Services.

5. DEMONSTRATIONS

- 5.1 The RESELLER shall be entitled to demonstrate the Software to any prospective Licensee but shall always retain the Software in its possession and under its control and shall not allow any such person to retain any copies of the whole or part thereof.



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5.2 The copies of the Software held by the RESELLER shall be and shall at all times remain the property of New West Technologies, Inc. and RESELLER shall return them to New West Technologies, Inc. or otherwise dispose of them as New West Technologies, Inc. may from time to time direct.

6. TRAINING

6.1 Where possible, New West Technologies, Inc. shall carry out an initial training session in the use of the Software upon execution of this Agreement. This may be in the form of remote training sessions including training manuals or be carried out in the RESELLERs territory. Any costs associated with providing such training will be agreed between the parties prior to provision of training.

6.2 Where possible, New West Technologies, Inc. will provide training to the RESELLER on new Software releases prior to their release.

7. CORRECTIONS, ALTERATIONS, AND MODIFICATIONS

7.1 New West Technologies, Inc. does not represent or warrant that the Software is error-free or bug-free.

7.2 New West Technologies, Inc. shall promptly notify the RESELLER of any error or defect in the Software or User Documentation of which it becomes aware.

7.3 The RESELLER shall promptly notify New West Technologies, Inc. of any error or defect in the Software or User Documentation of which it becomes aware and give New West Technologies, Inc. documented examples of such faults.

7.4 In the event of error or defect arising in the Software, New West Technologies, Inc. will provide the RESELLER with an estimate of the length of time it will take to issue a master copy of the Software containing a correction of the error or defect.

8. CHARGES AND PAYMENTS

8.1 In consideration for the RESELLER's efforts in promoting, selling and servicing the Software, New West Technologies, Inc. agrees that the end user price of the Software under this Agreement shall be as defined in the Price List.

8.2 All payments to New West Technologies, Inc. shall be made by RESELLER in US Dollars at the time of order, unless otherwise specified.

8.3 RESELLER shall bill and be solely responsible for the collection of all billings to Customers and shall bear the entire risk of said collection and non-payment of such billings. New West Technologies, Inc. shall not be required to credit or refund to RESELLER any amounts paid to New West Technologies, Inc. with respect to billings not collected by RESELLER.

8.4 New West Technologies, Inc. reserves the right to alter the standard prices of the Software shown in the Price List without notice. Any quotations issued by the RESELLER prior to any price increase will be honored by New West Technologies, Inc. at the lower price.

8.5 The RESELLER shall keep and shall make available to New West Technologies, Inc. on request, accurate records to enable New West Technologies, Inc. to verify all payments due to it.

8.6 The RESELLER will pay directly all sales, excise, use or other taxes imposed in connection with this Agreement, other than taxes based on NWT's net income.

9. PROPERTY RIGHTS

9.1 The RESELLER shall notify New West Technologies, Inc. immediately if the RESELLER becomes aware of any unauthorized use of any of the Software or User Documentation or any of the Intellectual Property Rights therein or relating thereto and will at its own expense assist New West Technologies, Inc. in taking steps to defend New West Technologies, Inc.'s rights therein. New West Technologies, Inc. will pay all reasonable expenses, if RESELLER proves that such

unauthorized use has not been caused or permitted by the RESELLER, its sub-RESELLERs or any other third party acting on behalf of the RESELLER.

10. CONFIDENTIALITY

- 10.1 Each party agrees to maintain secret any confidential information obtained from the other concerning the Software, User Documentation, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other save exclusively for the purpose of this Agreement and to disclose the same only to those of its employees and third parties (if any) upon written consent from New West Technologies, Inc. to whom and to the extent that such disclosure is reasonably necessary for the purpose of this Agreement.
- 10.2 Each party shall procure that all its employees and third parties (if any) upon written consent from New West Technologies, Inc. who may have access to any information of the other shall be made aware of and subject of these obligations.
- 10.3 New West Technologies, Inc. agrees that it shall refrain from selling any POS software to companies that have previously purchased Software from RESELLER.

11. LEGAL RELATIONSHIP

- 11.1 Nothing in this Agreement shall render the RESELLER a legal representative or an agent of New West Technologies, Inc. and the RESELLER shall not purport to undertake any obligation on New West Technologies, Inc.'s behalf nor expose New West Technologies, Inc. to any liability nor pledge or purport to pledge New West Technologies, Inc.'s credit, in so far as this does not follow from the contents of the End User Agreement to be agreed between the parties.

12. TERMINATION

- 12.1 This Agreement may be terminated:
 - 12.1.1 By mutual consent of the parties; or
 - 12.1.2 Forthwith by either party if the other commits any material breach of any term of this Agreement (not complying with article 12 of this agreement is always a material, non-remediable breach) and which, in the case of a breach capable of being remedied, shall not have been remedied within 30 days of a written request to remedy the same; or
 - 12.1.3 Forthwith by either party if the other shall have a receiver or administrative receiver appointed of it over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or the other shall become subject to an administration order or shall cease to carry on business, or a similar situation under local laws; or
 - 12.1.4 Forthwith by New West Technologies, Inc. if RESELLER shall suffer a Change of Control resulting in control over RESELLER by an enterprise that is directly or indirectly competing with New West Technologies, Inc.
- 12.2 In the event of a material breach or default by RESELLER of the terms or conditions of this Agreement, New West Technologies, Inc. may, without notice and at any time, do all acts necessary to maintain uninterrupted distribution of Product in the Territory, including the servicing of RESELLER's Licensees with the permission of the RESELLER, such permission not to be unreasonably withheld.

13. EFFECTS OF TERMINATION

On termination of this agreement:

- 13.1 All rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;

- 13.2 The RESELLER shall deliver up to New West Technologies, Inc. or otherwise dispose of as New West Technologies, Inc. may direct all copies of the Software, User Documentation and other documents (including copies thereof) in its possession or control containing information relating to the Software;
- 13.3 The RESELLER shall cause the Software to be erased from all computers of or under the control of the RESELLER and shall certify to New West Technologies, Inc. that the same has been done.

14. WARRANTIES AND LIABILITIES

- 14.1 The Parties acknowledge that the Software may contain certain bugs or errors and New West Technologies, Inc. does not represent or warrant that the Software will be free of bugs or errors. New West Technologies, Inc. warrants to the RESELLER that the master copy of the Software will, on the date delivered to the RESELLER, provide the facilities and functions described in the User Documentation, if any. New West Technologies, Inc.'s sole liability for breach of this warranty shall be to use all reasonable endeavors to correct any errors in the Software as soon as is reasonably practicable.
- 14.2 Except as expressly provided in this Agreement, no warranties, conditions, terms, undertaking or obligations, express or implied, statutory or otherwise, relating to the Software or User Documentation are given or assumed by New West Technologies, Inc. and all such warranties, conditions, terms, undertaking and obligations are hereby expressly excluded.

15. FORCE MAJEURE

- 15.1 If either party to this Agreement is prevented or delayed in the performance of any obligations under this Agreement by an event beyond the reasonable control of that party, then the party in question shall be entitled to a reasonable extension of time for the performance of such obligation.
- 15.2 Each of the parties hereto agree to give notice forthwith to the other upon becoming aware of an event of Force Majeure, such notice to contain details of the circumstances giving rise to the event of Force Majeure.
- 15.3 If a default due to an event of Force Majeure shall continue for more than four weeks, then the party not in default shall be entitled to terminate this Agreement with immediate effect without prejudice to the continued application of certain provisions as laid down herein. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure.

16. NON-COMPETITION

- 16.1 For as long as this Agreement remains in force, the RESELLER, and any of its affiliates or related entities, will not without prior written consent from New West Technologies, Inc., market, sell, produce, develop or attempt to develop or distribute or represent or participate in or carry on any other type of business activities involving products from another software producer that are identical with, similar to or meet similar or identical purposes as the Software. The RESELLER shall refrain in any and all aspects from being in direct or indirect competition with New West Technologies, Inc.'s activities for the Software. It is agreed that currently existing installations of Software at client locations are excluded from this clause.

17. GENERAL

- 17.1 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal successors.
- 17.2 Unless explicitly otherwise provided herein, neither party shall be entitled to assign or transfer this Agreement and any and all rights and obligations hereunder to third parties without prior written consent of the other party.



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- 17.3 In the case of failure or dissolution of New West Technologies, Inc., all rights and obligations under this Agreement shall inure to the benefit of and be binding on the successors and assigns of New West Technologies, Inc.
- 17.4 No variation or amendment of this Agreement shall bind either party unless made in writing and agreed to in writing by duly authorized officers of both parties.
- 17.5 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held in a final decision to be unenforceable, illegal or otherwise invalid in any respect such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement which shall continue in full force and effect and this Agreement shall then be construed with such amendments as are necessary in order to make the provision valid and enforceable to achieve so far as possible the original intention as set out herein.
- 17.6 The headings in this Agreement are for convenience only and are not intended to have any legal effect.
- 17.7 A failure by either party to exercise or enforce any rights conferred upon it under this Agreement shall not be deemed to operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

18. GOVERNING LAW AND DISPUTES

- 18.1 The laws of Oregon shall in all respects govern the construction, performance and validity of this Agreement.

IN WITNESS whereof the parties have executed this Agreement the day and year first before written

Signed by Dan King, President
for and on behalf of
New West Technologies, Inc.

Signed by _____,
for and on behalf of
RESELLER



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Appendix 1

New West Technologies, Inc. Software Applications

Mobile Packages

Mobile Suite Pro
Mobile Cashier
Mobile Manager

Individual Mobile Modules

Mobile Inventory Count
Mobile Purchase Order
Mobile Work Order
Mobile Transfer
Mobile Label Printing
Mobile Item Manager

Individual Store Ops Modules

Auto restock
Digital Signature Capture
Mix and Match
POS Dashboard
Loss Prevention Suite
Card Safe
Mix Discounts
Tips Module

Individual HQ modules

Cashier Edit
Global Customer Edit
Each additional lane
Global Customer Merge
HQ Item Import

Ecommerce

Web Integrator Professional
Web Integrator Standard