

VERSAIMAGE SOFTWARE CORP. SOLUTION PROVIDER AGREEMENT

This VersaIMAGE Software Corp. Solution Provider Agreement (“Agreement”) is made between **VERSAIMAGE SOFTWARE CORP.**, a Michigan corporation with its principal offices at **7600 Grand River Ave., Suite 320, Brighton, MI USA 48114** and ****(Insert Company Name)**** (“Solution Provider”), a _____ corporation with its principal offices at _____.

1. DEFINITIONS

1.1 Definitions. In this Agreement, unless the context requires otherwise:

- “End User” means any person or entity that enters into a Software License Agreement for the Software as a result of Solution Provider’s efforts;
- “Event” means one (1) technical question, problem or issue regarding the usage of functions in VersaIMAGE Software Corp. products raised to the attention of VersaIMAGE Software Corp. Technical Support.
- “VersaIMAGE Software Corp.” means VersaIMAGE Software Corp. and includes, at the sole discretion of VersaIMAGE Software Corp., wholly owned subsidiaries, designated affiliates or authorized agents of VersaIMAGE Software Corp.
- “VersaIMAGE Software Corp. Certified” means certification by VersaIMAGE Software Corp. that a person has successfully completed the required VersaIMAGE Software Corp. courses as set out in Schedule “B”.
- “Names and Marks” means the trade marks, trade names and other commercial symbols, graphics and related logos as set forth in Schedule “C” to this Agreement, together with such other trade names, trade marks, commercial symbols, graphics and logos as VersaIMAGE Software Corp. may from time to time license Solution Provider to use in connection with this Agreement;
- “Software” means the computer programs identified in Schedule “A”, in machine-readable object code, and related manuals, including all modifications, enhancements and releases of the computer programs and manuals;
- “Software License Agreement” means the software license agreement for the Software issued by VersaIMAGE Software Corp. to an End User.
- “Territory” means the territory described in Schedule “A”.
- “Update” means a patch or revision to the Software to correct an operational defect (program bug) designated as a maintenance release that is normally provided by VersaIMAGE Software Corp. without additional charge to an End User.
- “Upgrade” means a revision of the Software that is designated by VersaIMAGE Software Corp. as an “Upgrade” which introduces new features rather than a new product, generally with a version number change, and is normally provided by VersaIMAGE Software Corp. without additional charge to an End User
- “Upgrade Protection” means all releases (Updates and Upgrades) for Software.

1.2 Schedules.

The Schedules to this Agreement are:

- Schedule “A” - Software, Suggested List Pricing, Fees and Territory
- Schedule “B” - Training Requirements & Associated Costs
- Schedule “C” - Names and Marks

2. APPOINTMENT AND TERM

2.1 Appointment. Subject to the terms and conditions of this Agreement, VersaIMAGE Software Corp. appoints Solution Provider a non-exclusive right to market and distribute the Software to End Users in the Territory, as set forth in Schedule "A" and to use the Names and Marks in Schedule "C" in connection therewith.

2.2 Geographic Limitations. For the duration of this Agreement, Solution Provider agrees that, unless otherwise specifically authorized in writing by VersaIMAGE Software Corp., Solution Provider will not solicit the licensing of, sell or otherwise supply, market or distribute the Software outside the Territory described in Schedule "A".

2.3 Term. This Agreement commences on the X day of X, 2004 ("Effective Date") and shall remain in effect until **December 31, 2004** and thereafter is automatically renewed indefinitely for successive periods of twelve (12) months, unless terminated as provided in section 7.1.

3. PAYMENT

3.1 Amount. For all purchases of Software by Solution Provider, Solution Provider shall pay VersaIMAGE Software Corp., in US Currency, the price as calculated pursuant to Schedule "A".

3.2 Payment Procedure. Solution Provider will remit the amount due to VersaIMAGE Software Corp. for its purchases of Software within thirty (30) days after the activation key for the Software or a copy of the Software is provided by VersaIMAGE Software Corp. to Solution Provider in connection with the sale of the Software by Solution Provider to an End User.

3.3 Taxes and Deductions. Solution Provider agrees to pay all taxes, fees, value-added surcharges, import and export duties, and other assessments levied by federal, state, provincial, local and other governments in the Territory related to its purchases of the Software under this Agreement, except for any withholding taxes on amounts due VersaIMAGE Software Corp., which shall be borne by VersaIMAGE Software Corp. and which shall be deducted by the Solution Provider from any payment remitted to VersaIMAGE Software Corp. Solution Provider shall remit these taxes on behalf of VersaIMAGE Software Corp. and provide VersaIMAGE Software Corp. with the evidence of remittance.

3.4 Interest. If Solution Provider fails to pay VersaIMAGE Software Corp. any amounts when due, Solution Provider shall pay VersaIMAGE Software Corp. interest on the unpaid amount at the prime rate established by the Bank of America for commercial loans plus three percent (3%) per annum.

4. AUDIT RIGHTS

4.1 Audit. No more than once in each annual period or more frequently if VersaIMAGE Software Corp. has reason to believe that Solution Provider is not in compliance with the licensing provisions, VersaIMAGE Software Corp. may, upon not less than forty-eight (48) hours prior written notice, audit Solution Provider's compliance with the terms of this Agreement. If the audit shows that Solution Provider has understated its sales of the software, Solution Provider shall immediately purchase the actual number of licenses as may be required. If Solution Provider has understated the number of required licenses of any type by more than five (5) percent measured over the most recent 12 months, Solution Provider shall pay the costs of the audit. Solution Provider shall maintain adequate records evidencing its sales of the software during the term of this Agreement and until two (2) years after any termination hereof.

5. OBLIGATIONS OF VERSAIMAGE SOFTWARE CORP. AND SOLUTION PROVIDER

5.1 Obligations of VersaIMAGE Software Corp.:

- (a) Demonstration Software. VersaIMAGE Software Corp. shall provide Solution Provider with copies of the Software, including Upgrades and Updates, including electronic documentation to be used solely for demonstration and internal training.
- (b) Promotional Material. Solution Provider is authorized to download copies of VersaIMAGE Software Corp.'s promotional materials in the English language for use in marketing the Software. Solution Provider may develop and distribute its own promotional materials for the marketing the Software only with the prior written approval of VersaIMAGE Software Corp.
- (c) Referrals. VersaIMAGE Software Corp. will use reasonable commercial efforts to provide Solution Provider with sales and service lead referrals.
- (d) Training. VersaIMAGE Software Corp. shall provide Solution Provider with the training as outlined in Schedule "B".
- (e) Technical Support. VersaIMAGE Software Corp. shall make available to Solution Provider or End Users, as the case may be Technical Support where annual support is purchased .
- (f) Software License Agreement. For each sale of Software by Solution Provider, Solution Provider shall provide VersaIMAGE Software Corp. with a purchase order from Solution Provider or the proposed End User. The End User upon entering the activation key for the Software shall thereby agree to the terms of the Software License Agreement attached to or incorporated in the VersaImage software CD
- (g) Pricing. VersaIMAGE Software Corp. will promptly notify Solution Provider of any price changes, in writing or e-mail. VersaIMAGE Software Corp. agrees to honor any and all price quotes issued by Solution Provider to its customers, for a period of thirty (30) days following the date of the price change notification, and provided that VersaIMAGE Software Corp. receives written confirmation of any such price quotes from the Solution Provider, within the said thirty (30) day period.

5.2 Obligations of Solution Provider:

- (a) Marketing. Solution Provider shall bear all expenses for its operation and staff. Solution Provider shall use its best efforts to market and promote the Software in the Territory at Solution Provider's expense. Solution Provider will not make any reference or claim about VersaIMAGE Software Corp. or the Software except as set out in VersaIMAGE Software Corp.'s current sales literature. Solution Provider will submit, for approval by VersaIMAGE Software Corp., all material containing references to VersaIMAGE Software Corp. or the Software before its release. Solution Provider may use previously approved material without further authorization.
- (b) Demonstration Labs. Solution Provider agrees to maintain a demonstration room and support lab for the purpose of demonstrating and supporting VersaIMAGE Software Corp. products.
- (c) Training Commitment. Solution Provider agrees to train its staff to meet VersaIMAGE Software Corp.'s requirements within (60) days of the effective date of the Agreement as provided in Schedule "B".
- (d) Referrals. Solution Provider agrees to accept and promptly service sales lead referrals from VersaIMAGE Software Corp.
- (e) Purchase Order. To permit VersaIMAGE Software Corp. to provide proper Software activation keys, Solution Provider shall provide information for each purchase order as follows:

End User full name and division (if appropriate);

End User mailing address for billing (if appropriate);
Shipping address for shipment (if different than the billing address above);
End User telephone number and fax number;
One technical contact name;
Technical contacts' position/title, telephone and fax numbers, and e-mail address;
US Federal Tax Number (if applicable);
Product being purchased;
Number of End Users to be licensed;
Support being purchased;
Applicable pricing and discounts;

- (f) Staff and Key Contacts. Solution Provider agrees to maintain on staff at least one (1) technical person and one (1) marketing person who have an adequate level of knowledge of the Software and related services to serve Solution Provider and customer demands. Solution Provider shall provide these names to VersaIMAGE Software Corp. in writing within thirty (30) days of signing this Agreement and agrees to notify VersaIMAGE Software Corp. within ten (10) business days of any changes.
- (g) Forecast Report. Solution Provider shall provide VersaIMAGE Software Corp. with a written report, on or before the fifteenth (15th) day of every quarter summarizing its potential End Users for Software for the upcoming ninety (90) days and if possible specifying: End User name, address and contact person, location and the potential number of copies of Software to be licensed.
- (h) Marketing Report. Within ten (10) days after March 31, June 30, September 30 and December 31 of each year, Solution Provider shall provide VersaIMAGE Software Corp. a marketing report that describes Solution Provider's promotional activities during the prior calendar quarter.
- (i) Solution Provider must maintain liability insurance coverage on an all risks basis with limits not less than one million dollars (US \$1,000,000) in US currency, per occurrence.

5.3 Joint Obligations of VersaIMAGE Software Corp. and Solution Provider:

- (a) Confidentiality. VersaIMAGE Software Corp. or Solution Provider may from time to time disclose to the other party confidential information relating to its business and affairs ("Confidential Information"). Confidential Information does not include information (a) generally available to or known to the public, (b) previously known to the recipient, (c) independently developed by the recipient outside the scope of this Agreement, (d) lawfully disclosed by a third party, or (e) disclosed by court order or court process. Neither party will disclose Confidential Information of the other to any third party without the express written consent of the other party, nor disclose or make use of any Confidential Information other than in the performance of this Agreement. Each party shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information and will procure from any third party to whom Confidential Information may be disclosed an agreement containing provisions substantially similar to those set out in this Section 5.3. Either party may seek injunctive relief to enforce its rights under this Section 5.3.

6. LIMITED WARRANTY TO SOLUTION PROVIDER

6.1 Limitation of Warranty. VERSAIMAGE SOFTWARE CORP. PROVIDES SOLUTION PROVIDER NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR IN WRITING, REGARDING THE SOFTWARE, ITS PERFORMANCE OR OTHERWISE RELATED TO THIS AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.2 Warranty of Software. **VERSAIMAGE SOFTWARE CORP. DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE, WILL RUN ON ALL HARDWARE, WILL RUN UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED. THE SOFTWARE IS PROVIDED TO END-USER ON AN “AS IS” BASIS, AND VERSAIMAGESOFTWARE CORP. MAKES NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE SOFTWARE OR THE CONFIDENTIAL INFORMATION OR OTHERWISE RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SOFTWARE’S PERFORMANCE, NON-PERFORMANCE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTIBLE QUALITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6.3 Warranty of Title. VersaIMAGE Software Corp. warrants that it has the right to convey the Software to Solution Provider, that it has the necessary right, title, and license to allow Solution Provider to perform all rights contemplated by this Agreement, including, without limitation, the right to resell and distribute Software.

7. TERMINATION

7.1 Termination. This Agreement may be terminated in any of the following circumstances:

- (a) Either party may decide not to renew this Agreement at least thirty (30) days prior to the expiration of the initial term of the Agreement or the then current renewal term, upon written notice to the other party.
- (b) Either party may terminate the Agreement upon written notice if the other party commits a material breach of the Agreement and fails to correct the breach within ten (10) days of receiving written notice of the breach from the non-breaching party.
- (c) Either party may terminate the Agreement at any time solely for convenience (and without cause) by giving the other party ninety (90) days written notice.
- (d) Either party may terminate the Agreement in the event of the other party’s insolvency or the filing of any proceeding by or against that party seeking relief from creditors.
- (e) In the event of a party’s failure to pay any amount which is 90 days in arrears.
- (f) VersaIMAGE Software Corp. may terminate this Agreement on 30 days’ written notice in the event of a merger, amalgamation, acquisition or change of control of Solution Provider, or the business related to the Solution Provider, where “control” shall mean where a person obtains more than 50% of the then outstanding shares of Solution Provider or otherwise gains control of Solution Provider or the business of the Solution Provider, or where Solution Provider sells all or substantially all of its assets or the assets relating to the business of the Solution Provider.

7.2 Preliminary Termination Report. Within ten (10) days of termination of this Agreement, Solution Provider will report to VersaIMAGE Software Corp., in writing, the status of negotiations with prospective End Users and the services Solution Provider is obligated to provide to existing End Users.

7.3 Rights Upon Termination. In the event of termination of this Agreement:

- (a) No residual rights will remain with Solution Provider, and in no event may Solution Provider, sell or otherwise transfer the Software to any third party, except for copies of the Software already purchased by Solution Provider.
- (b) All Solution Provider's existing End Users shall revert to VersaIMAGE Software Corp. for continued support and future sales of the Software

7.4 Return of Software. Within twenty (20) days of termination of this Agreement, Solution Provider agrees to return to VersaIMAGE Software Corp. or destroy, as directed by VersaIMAGE Software Corp., all Software, including all computer media containing VersaIMAGE Software Corp.'s computer programs and printed material related to the Software, provided to Solution Provider for demonstration or promotional purposes.

8. RELATIONSHIP OF PARTIES

8.1 Relationship. Neither VersaIMAGE Software Corp. nor Solution Provider is authorized to oblige the other party or act in the name of the other party other than as stated in this Agreement. VersaIMAGE Software Corp. and Solution Provider are independent contractors and the parties are not partners, agents or legal representatives of each other and have no power of attorney to represent, act for, bind or commit each other except as described in this Agreement. VersaIMAGE Software Corp. makes no representation to Solution Provider as to any financial benefits, which may arise by virtue of becoming a Solution Provider of VersaIMAGE Software Corp. pursuant to this Agreement.

9. RIGHTS IN NAMES AND MARKS

9.1 Rights. Solution Provider is authorized to use the Names and Marks applicable to the Software marketed under the Agreement, but only in accordance with VersaIMAGE Software Corp. specifications, standards of quality and operating procedures prescribed in writing from time to time, and only during the term of the Agreement. Solution Provider is not authorized to use any Names and Marks without the prior written consent of VersaIMAGE Software Corp. Upon the expiration date or termination of the Agreement, Solution Provider agrees to cease all display, advertising and use of any and all Names and Marks. Solution Provider recognizes VersaIMAGE Software Corp.'s ownership and title to the Names and Marks and the goodwill attaching to the Names and Marks. Solution Provider agrees not to contest directly or indirectly, the validity or enforceability of any of the Names and Marks. Solution Provider agrees not to use, employ or attempt to register any trademarks or trade names, which are confusingly similar to the Names and Marks. Solution Provider agrees not to use the Names or Marks in a way that could cause a customer to believe that by calling Solution Provider's listed telephone number customer is calling VersaIMAGE Software Corp.

9.2 Logos. Solution Provider shall direct all requests for logos or artwork in the Names and Marks to VersaIMAGE Software Corp. - Attention: Marketing Coordinator, and shall clearly state the following:

- the application in which the logo will be used (i.e.: magazine ad, web site etc.);
- the file format required;
- the color (4 color process or black and white);
- and the approximate size.

All artwork must be reviewed and signed off by VersaIMAGE Software Corp. prior to publication.

10. PROPRIETARY RIGHTS

10.1 Solution Provider acknowledges and agrees that all right, title and interest in and to the Software, and all proprietary rights, including patent, copyright, trade secret and trademark rights thereto, shall at all times remain with VersaIMAGE Software Corp., and that this Agreement does not transfer ownership of any of these rights, or provide Solution Provider with any rights to the Software other than those expressly set forth in this Agreement. Solution Provider shall not modify or enhance the Software without VersaIMAGE Software Corp.'s prior written consent. If VersaIMAGE Software Corp. gives such consent, VersaIMAGE Software Corp. shall own all proprietary rights in any such modifications or enhancements and Solution Provider transfers and assigns to

VersaIMAGE Software Corp. all right, title and interest in and to such modifications or enhancements, including all proprietary rights, including copyright, patent, and trade secret rights thereto.

10.2 Solution Provider shall use the Software and all documentation and information consisting of or containing proprietary information related to the Software (“Software Information”) solely for the purpose of performing under this Agreement and shall not use or disclose such Software or Software Information except as authorized by this Agreement. Solution Provider acknowledges that the Software represents and embodies the valuable property, trade secrets and confidential information of VersaIMAGE Software Corp. embodying substantial creative effort and investment. Without limiting the generality of the foregoing, Solution Provider shall not use or exploit the Software or Software Information for creating, maintaining or marketing, or aiding in the creation, maintenance or marketing, of any product or service that is competitive with the Software. In addition, Solution Provider agrees not to reverse engineer, disassemble or decompile the Software. Solution Provider acknowledges and agrees that failure of Solution Provider to comply with the provisions of this Agreement intended to protect VersaIMAGE Software Corp.’s proprietary rights in the Software or Software Information may cause immediate and irreparable harm to VersaIMAGE Software Corp. Accordingly, in the event of a violation, or threatened violation, of this Agreement, in addition to any other right or remedy, VersaIMAGE Software Corp. shall be entitled to equitable relief by way of temporary or permanent injunction or any other remedy that a court may deem appropriate.

10.3 All Names and Marks remain the exclusive property of VersaIMAGE Software Corp. Solution Provider is authorized to use the Names and Marks applicable to the Software marketed under the Agreement, but only in accordance with prevailing VersaIMAGE Software Corp. policies related to the use of Names and Marks, and only during the term of the Agreement. Upon the expiration date or termination of the Agreement, Solution Provider agrees to cease all display, advertising and use of any and all Names and Marks. Solution Provider recognizes VersaIMAGE Software Corp.’s ownership and title to the Names and Marks and the goodwill attaching to the Names and Marks. Solution Provider will not do anything to impair the proprietary rights of VersaIMAGE Software Corp. in the Names and Marks or seek to acquire or register any rights in the Names and Marks or use any trademarks, logos or other words or symbols that are confusingly similar to the Names and Marks in any language.

11. INDEMNIFICATION

11.1 Solution Provider shall indemnify and hold harmless VersaIMAGE Software Corp. from and against any and all liability, suits, claims, actions, proceedings, losses, damages, judgments and costs (including reasonable attorney’s fees) (each, a “Claim”) from End Users and any other third parties to the extent that such Claim directly or indirectly arises out of or is in relation to (i) Solution Provider’s performance or non-performance, including but not limited to negligence, of its obligations hereunder, (ii) any representation, warranty or covenant made by Solution Provider under this Agreement or during the course of the marketing or other promotion of the Software, or (iii) acts or omissions of Solution Provider or any documentation, services or any other item furnished by Solution Provider. Solution Provider’s obligations under this section are conditional upon its being given (i) prompt written notice of each such Claim by VersaIMAGE Software Corp. and (ii) the right to control and direct the investigation, defense and settlement of each such Claim.

11.2 VersaIMAGE Software Corp. shall indemnify and hold harmless Solution Provider from and against any and all Claims to the extent that such Claim arises out of or is in relation to any allegation that the Software infringes the patent, copyright or other proprietary right of any third party in the Territory, provided that VersaIMAGE Software Corp. has no liability for any Claim based upon (i) use of other than a current release of the Software, (ii) Solution Provider’s or End User’s use of the Software in any manner for which it was not intended, or (iii) alterations, modifications or improvements to the Software not made by VersaIMAGE Software Corp., and provided that VersaIMAGE Software Corp. has been given (i) prompt written notice in writing of each such Claim from Solution Provider and (ii) the right to control and direct the investigation, defense and settlement of each such Claim. If any of the Software is, in VersaIMAGE Software Corp.’s opinion, likely to or does become the subject of a Claim for infringement of a third party’s proprietary rights, VersaIMAGE Software Corp., at its sole option, may (i) obtain the right for Solution

Provider or End User to continue to use the Software, (ii) substitute equivalent software, or (iii) modify the Software so as to make it non-infringing.

11.3 Each party shall indemnify and hold harmless the other party against any and all Claims arising out or in connection with its own negligent acts or omissions in any way related to this Agreement.

12. LIMITATION OF LIABILITY

12.1 Limitation of Liability. In no event shall VersaIMAGE Software Corp. be liable for any indirect, special or consequential damages (including but not limited to loss of anticipated profits) in connection with or arising out of this Agreement or the furnishing, functioning or use of the Software or any item or service provided by VersaIMAGE Software Corp., whether arising out of contract or tort, including without limitation, negligence, or any other cause of action, even if VersaIMAGE Software Corp. had been advised of the possibility of such damages. In no event shall the liability of VersaIMAGE Software Corp. under this Agreement exceed the price paid by Solution Provider to VersaIMAGE Software Corp. for the Software and services pursuant to this Agreement in the 12 month period preceding any payment hereunder.

13. GENERAL PROVISIONS

13.1 Assignment. Solution Provider shall not assign or transfer any of the rights or obligations under this Agreement without the prior written consent of VersaIMAGE Software Corp., which consent may be withheld at VersaIMAGE Software Corp.'s sole discretion. The acquisition of Solution Provider by way of transfer of shares or transfer of all or substantially all of the assets of Solution Provider, or the merger or amalgamation of Solution Provider with another entity where Solution Provider is not the successor corporation, is an "assignment" for the purposes of this section.

13.2 Notices. All notices under this Agreement are to be sent by registered mail to the address below or to any other address as the party may designate:

**VersaIMAGE Software Corp.
7600 W. Grand River Ave.
Suite 320
Brighton, MI
USA
48114**

Solution Provider (insert name)
•

13.3 Amendment. This Agreement and the schedules hereto set forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings and negotiations with respect to the subject matter hereof. Any amendment to this Agreement must be in writing and signed by both parties. Accepted purchase orders will become subject to the terms and conditions of this Agreement. Regardless of any standard or pre-printed language which purports to control over or modify previous agreements, no terms contained in any purchase order, acceptance, registration form, acknowledgement, quote, or any other writings which are additional to, or conflicting with, the terms contained in this Agreement, shall be binding on the parties unless such document specifically refers to this particular Agreement and expressly indicates the intention of both parties hereto to override and modify this Agreement and is signed by a duly authorized representative of each party hereto.

13.4 Governing Law and Venue. The validity, construction and performance of this Agreement is to be governed by the substantive law of the State of Michigan, USA, without regard to its principles of conflicts of laws, as if this Agreement were executed in, and fully performed within, the State of Michigan. Subject to section 13.6 the parties attorn to the courts of Michigan with respect to all matters concerning this Agreement.

13.5 Limitation. No arbitration, action or other proceeding under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than two (2) years after the cause of action arises.

13.6 Arbitration. The parties will settle any controversy arising out of this Agreement by arbitration in Detroit Michigan, USA, in accordance with the rules of the Michigan Arbitration Association. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.

13.7 Waiver. Failure by either party to enforce at any time or for any period of time any provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions.

13.8 Severability. If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

13.9 Risk of Loss or Damage. From and after the date of delivery of the Software to Solution Provider, Solution Provider shall bear the entire risk of the Software's loss, theft, damage or destruction.

13.10 Convention Not Applicable. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, through their representatives duly authorized, as of the date set forth below.

) **VERSAIMAGE SOFTWARE CORP.**
)
)
) Per: _____ c/s
)
) Name: Alexander Brunner
)
) Title: CEO
)
)
) Date: _____
)
)
) **SOLUTION PROVIDER (insert name)**
)
)
) Per: _____ c/s
)
) Name: _____
)
) Title: _____
)
) Date: _____

SCHEDULE "A" - SOFTWARE, SUGGESTED LIST PRICING, FEES, TERRITORY, AND ANNUAL SALES

1. SOFTWARE

1.1 Authorized Product. Solution Provider is authorized to sell the following Software in the Territory:

Software

VersaIMAGE

VersaIMAGE-GOLD, PLATINUM

VersaVIEW

VersaCAR

2. SUGGESTED LIST PRICING

2.1 Attached to this Schedule "A" is the current "Suggested List Pricing for Product and Annual Support" in US dollars, as of the date of this Agreement as amended from time to time in VersaIMAGE Software Corp.'s discretion.

2.2 Solution Provider may set its own prices for the sale of Software license(s) to End-Users, which prices may be lower than VersaIMAGE Software Corp.'s suggested list pricing.

3. FEES

3.1 Solution Provider pays VersaIMAGE Software Corp. the appropriate dealer, distributor or OEM price in respect of the sale of Software and related items.

4. TERRITORY

4.1 The Territory is United States.

5. The Solution Provider agrees that its quota shall be a minimum of _____ thousand US dollars (US\$ XX,000)

The price lists noted in Schedule "A", above are to be inserted in hard copy behind this page. For this reason, this page is intentionally left blank.

SCHEDULE "B" - TRAINING REQUIREMENTS AND ASSOCIATED COSTS

Product	Select Certification Required	Minimum Number of People to be VersaIMAGE Software Corp. Certified
[provider to insert]	YES	1

1. **Training.** Solution Provider agrees to have an appropriate number of consulting and engineering staff specified in the foregoing chart VersaIMAGE Software Corp. Certified within 60 days of signing and of each subsequent Upgrade. All training shall occur at VersaIMAGE’s head office in Brighton, MI unless otherwise specified by VersaIMAGE Software Corp. The foregoing training is required to be renewed for each new Versa product.

2. **Training Fees.** Solution Provider shall pay 100% of the first seat and must pay 50% of VersaIMAGE’s current list prices for each subsequent participant in the required training course for technical training for the products listed in the above chart.

3. **Travel Expenses.** Where Solution Provider’s personnel travel to VersaIMAGE Software Corp.’s premises, travel, hotels, and other associated costs for Solution Provider’s personnel shall be at the expense of Solution Provider. For training conducted in the Territory, travel, hotels, and other associated costs for VersaIMAGE Software Corp.’s personnel, as well as training facilities and associated costs, will be borne by Solution Provider.

SCHEDULE "C" – NAMES AND MARKS

VersaIMAGE
VersaIMAGE-GOLD
VersaVIEW
VersaVIEW CD
VersaScan
VersaCAR
VersaSoftware
VersaGROUP.com
VersaIMAGE.com