



DELIVERING STRATEGIC SOLUTIONS ACCA'S 2000 ANNUAL MEETING

DEALER AGREEMENT

This Dealer Agreement ("Agreement") is by and between ABC Corp., a _____ corporation ("ABC") with operations at _____, and _____, a corporation, with its principal office at ("DEALER").

ABC is the developer and owner of _____ (collectively, "ABC Products") more fully described in Schedule 1 to this Agreement, which is incorporated herein by reference. DEALER is in the business of marketing and selling _____ to _____, and in connection therewith desires to market, distribute and support ABC Products, and has the full authority to enter into this Agreement.

TERMS AND CONDITIONS

1. Definitions. "Confidential Information" means any and all materials or information of any kind or nature (including, without limitation, trade secrets, know-how, show-how, designs, methods, data, manuals, drawings, copyrights, software, or system configuration information) in any form or in any media relating in any way to the ABC Products, product development, product performance, or to ABC's business, finances, operations, research and development, strategic plans or customers or prospective customers. Confidential information does not include any information which: is in the public domain; DEALER had in its possession at the time of disclosure by ABC, as provable by documentary evidence; is independently discovered or developed on or on behalf of DEALER without reference to any information disclosed hereunder, as provable by documentary evidence; or DEALER receives in good faith from a third party who is not under an obligation of confidentiality to ABC regarding the information. To the fullest extent permitted by law, all information generated through use of ABC Products shall be considered Confidential Information of ABC under this Agreement. **"Credit"** means a sequence of alphanumeric characters that can be used on the ABC Internet Web site to access the content and resources necessary to conduct a single lab exercise session. **"End User"** means an individual or entity, which either (a) is a party to a then-currently in-force license to use ABC Products entered into as a result of DEALER activities under the terms of this Agreement or (b) has paid for a Sub Account provided by DEALER under the terms of this Agreement that contains unused Credits, in all cases solely for the purpose of fulfilling its own personal or internal needs. Any parent, subsidiary or affiliate of an End User will require a separate license to use Products. **"Intellectual Property Rights"** means rights under patent, trademark or service mark (including those related to trade name, logos and other commercial designations), copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights. **"License Agreement"** means ABC's license agreement for its _____ products. **"MSRP"** means ABC's then current commercial license fee for ABC Products. **"Primary Account"** means an account set up by ABC for the benefit of DEALER, which contains a set number of Credits, as determined by ABC. **"Session"** means a period of time during which an End User may access a system and conduct exercises pursuant to instructional content. **"Sub-Dealers"** means DEALER's distribution channels approved in writing by ABC. **"Sub Account"** means a segment or portion of Credits within a Primary Account that DEALER allocates for use by an End User. **"Territory"** means the geographic, vertical, or other market segment defined in Schedule 1 to this Agreement to which the DEALER may market, distribute and support ABC Products.

2. DEALER Rights. All grants of rights to DEALER in this Agreement are subject to the terms and conditions of this Agreement. **(a)** ABC grants to DEALER the non-exclusive, non-transferable right to market, distribute and support the ABC Products within the Territory to End Users. DEALER may represent itself as an authorized dealer of ABC within the Territory. **(b)** ABC grants to DEALER a non-exclusive, non-transferable license to use and distribute sales and promotional literature, whether in tangible or electronic form, provided by (or on behalf of) ABC ("Marketing Materials") solely in connection with fulfilling its obligations under this Agreement. DEALER acknowledges and agrees that no right to, or title or other interest in, the Marketing Materials will pass to DEALER except as expressly provided for herein. DEALER is not authorized to make any warranties or other claims of product performance other than those explicitly set forth in the Marketing Materials. **(c)** ABC further grants to DEALER the non-exclusive, nontransferable right to market, distribute and support ABC Products through DEALER's Sub-Dealers within the Territory. DEALER will ensure that all Sub-Dealers execute and agree to be bound by the terms of [ABC's then current sub-dealer agreement] [a sub-dealer agreement containing terms and conditions consistent with those contained in this Agreement] ("Sub-Dealer Agreement"). DEALER will not enter into any Sub-Dealer Agreement unless expressly approved in writing by ABC. Promptly following mutual execution and delivery, DEALER will send to ABC copies of all Sub-Dealer Agreements. Upon the termination of this Agreement, all Sub-Dealer Agreements will be automatically assigned to ABC or an ABC affiliate. **(d)** ABC reserves the unrestricted right to market, license, distribute, and support the ABC Products directly to any End User, appoint other third parties and other authorized dealers and sub-dealers to market, license, distribute and support the ABC Products in the Territory.

3. Term and Termination. The initial term of this Agreement will be _____ year(s) and will commence as of the Effective Date. The Effective Date is the date on which an authorized signatory of ABC executes this Agreement as indicated on the signature page hereto. This Agreement will automatically renew for successive _____ periods until terminated as provided herein. ABC may terminate this Agreement for any reason upon _____ calendar days prior written notice to DEALER. DEALER may terminate this Agreement at the end of the initial term or any renewal period by providing written notice to ABC at least _____ days prior to the expiration of such period. Either ABC or DEALER may terminate this

providing written notice to ABC at least _____ days prior to the expiration of such period. Either ABC or DEALER may terminate this Agreement upon the other party's material breach of the terms of this Agreement, provided the non-breaching party has first given the breaching party written notice of the material breach and a fifteen (15) day opportunity to cure such material breach. Notwithstanding the foregoing, this Agreement will terminate immediately upon receipt of written notice to DEALER following the occurrence of any of the following events: (a) a material breach of this Agreement by DEALER that, in ABC's reasonable opinion, is likely to result in a loss or diminution of its proprietary rights in the ABC Products, or (b) proceedings are commenced against DEALER for insolvency, appointment of a receivership, bankruptcy or similar proceedings. Upon the effective date of termination of this Agreement: DEALER will no longer be authorized to market, distribute and support ABC Products, notwithstanding provisions of any commercial license that may have been extended by ABC to DEALER pursuant to a License Agreement; all accounts reserved by the DEALER will revert to ABC; and DEALER will pay to ABC any and all amounts owed to ABC immediately and without delay. No further commissions will be due or payable to DEALER for any period or activities after termination. Sections 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, will survive the expiration or earlier termination of this Agreement.

4. DEALER Obligations. (a) DEALER will use its best efforts to promote the ABC Products for which it is an Authorized Dealer to End Users within the Territory and will cooperate with ABC in marketing campaigns that ABC directs towards the End User community. DEALER will work to ensure the success of such promotions, including but not limited to, the provision to ABC of any information that may be in DEALER's possession regarding End Users that may be interested in ABC Products. DEALER will distribute ABC Products only to End Users who have first executed ABC's the then-current applicable online user license agreement, License Agreement, or other standard agreements for ABC Products (the "End User Agreements"). (b) DEALER will conform advertising, sales and other related promotional literature produced by DEALER and using ABC or other trademarks or relating to ABC Products or other products to standards established by ABC which ABC makes available to its dealers from time to time and which will be consistent with the standards ABC uses for its own similar materials. DEALER agrees that prior to distributing any materials listed above, that DEALER will permit ABC to review and approve all materials relating to the ABC Products or using ABC's trademarks or other trademarks or other products, and will not distribute such material without ABC's prior written approval. (c) DEALER will maintain sufficient, fully-trained staff and capability to provide basic system functionality support and triage to all End Users using ABC Products as a result of DEALER's or its Sub-Dealers' efforts under this Agreement. DEALER's technical staff will be capable of providing first line technical support, such as identifying system components and following instructions provided by ABC personnel to troubleshoot failed components and replace faulty devices. DEALER will provide to its Sub-Dealers and End Users, at its own expense, all local support of ABC Products. Such support will include answering questions regarding the user interface to the ABC Products and directing users to the appropriate party at ABC for assistance. DEALER will also provide technical staff to visit End User sites as required by ABC to assist in upgrades or troubleshooting equipment failures that cannot be accomplished remotely. (d) DEALER and its staff will develop and maintain sufficient knowledge of the industry, the ABC Products, and competitive offerings (including specifications, features, and functions) so as to be able to effectively demonstrate and promote the Products. DEALER will advise ABC promptly concerning any information that may come to DEALER's attention respecting ABC, the ABC Products (including use thereof by End Users), and ABC's market position. DEALER will notify ABC of each material complaint that DEALER receives within ten (10) days after receiving the complaint and will promptly satisfy each complaint to the best of its abilities. If DEALER is unable to resolve the complaint, DEALER will promptly request ABC's assistance and will fully cooperate with ABC to promptly resolve the matter in a manner approved by ABC. DEALER will confer from time to time, at the request of ABC, on matters relating to market conditions, sales forecasting, and product planning. (e) During the term of this Agreement, DEALER will remain in good financial condition, solvent and able to pay its bills when due. (f) DEALER will maintain appropriate sales and support personnel. Such personnel will have experience, certifications and other credentials necessary to support ABC Products. (g) DEALER will comply with all applicable local, national and foreign laws and regulations; and will not act in any fashion or take any action which will render ABC liable for a violation of the U.S. Foreign Corrupt Practices Act. DEALER will use its best efforts to regularly and continuously inform ABC of any requirements of laws, statutes, ordinances, or governmental authorities directly or indirectly affecting this Agreement. DEALER will secure and maintain for itself adequate Workers' Compensation insurance in accordance with the laws of the state, states or other jurisdictions from which DEALER will furnish its services under this Agreement. (h) DEALER will not transmit, directly or indirectly, any ABC Products, Confidential Information or any technical data received from, or disclosed on behalf of, ABC, nor direct the transmission thereof, outside the United States in violation of export laws and regulations of the United States. DEALER will not, directly or indirectly, export or re-export any ABC Products or Confidential Information to anyone who DEALER knows or has reason to know will utilize it in the design, development or production of nuclear, chemical or biological weapons or to anyone who has been prohibited from participating in United States export transactions by any federal agency of the United States Government.

5. Reports and Payments. (a) DEALER will develop and register with ABC no less than _____ bona fide sales opportunities per calendar quarter. ABC will determine whether a sales opportunity presented by the DEALER is acceptable. Acceptable bona fide opportunities will be registered in the ABC database and registered to the DEALER. DEALER will report monthly to ABC on sales activity including a description of specific opportunities and the status thereof as designated from time to time by ABC. DEALER will use its best efforts to meet any sales quotas ABC may establish. (b) DEALER will submit monthly reports to ABC in such format and containing such information as ABC will request. At minimum, such reports will contain information on (i) the number and type of Credits used for demonstration purposes, including for each demonstration the date and the name of the prospective End User, (ii) the number and content of Sub- Accounts established, and (iii) the number and type of Credits sold to End Users. (c) Upon receipt of DEALER's purchase order, ABC will promptly invoice DEALER for all Credits purchased by DEALER or by End Users of DEALER. DEALER's purchase order will not modify in any way the terms and conditions of this Agreement and shall only serve to evidence DEALER's intent to purchase Credits upon the terms and conditions contained in this Agreement. (d) DEALER will pay all obligations to ABC under this Agreement upon receipt of ABC's invoice. ABC may, at its sole option, accept payment from DEALER on credit terms to be agreed by the parties. ABC reserves the right, upon written notice to DEALER, to declare all sums immediately due and payable in the event of a breach by DEALER of any of its obligations to ABC. ABC reserves the right to vary, change, or limit the amount or duration of credit to be allowed to DEALER, either generally or with respect to a particular order. If any amount due and owing from DEALER to ABC under this Agreement is not paid within thirty (30) days of the invoice date, DEALER shall pay interest on the outstanding balance at a rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed by applicable law, from the date such fee or charge first became due. (e) DEALER WILL INVOICE ALL END USERS FOR SUMS DUE UNDER THE END USER AGREEMENTS. THE EXTENT OF PAYMENT BY END USER, TIMELINESS

ALL END USERS FOR SUMS DUE UNDER THE END USER AGREEMENTS. THE EXTENT OF PAYMENT BY END USER, TIMELINESS OF PAYMENT BY END USER, OR TERMS OFFERED BY DEALER TO END USER WILL HAVE NO BEARING WHATSOEVER ON THE REQUIREMENTS OF THIS AGREEMENT FOR PAYMENT BY DEALER TO ABC. FURTHERMORE, ABC RESERVES THE RIGHT TO TERMINATE ANY END USER AGREEMENT FOR WHICH ABC HAS NOT RECEIVED TIMELY AND FULL PAYMENT FROM DEALER UNDER THIS AGREEMENT. **(f)** ABC will bill DEALER for sales of _____ systems as follows: _____ payment due upon receipt of End User order (no order will be processed prior to receipt of this payment); _____ payment due upon completion of the installation as determined under the License Agreement. DEALER will promptly remit to ABC (in no event more than thirty (30) days from DEALER'S receipt) any funds owed by End User to ABC (e.g., for installation repair, upgrade, etc. under a License Agreement), which End User pays to DEALER. **(g)** DEALER is responsible for any applicable sales, use, value added and other tax and custom charges, import duties, and similar charges related to the purchase or resale of any ABC Products. If applicable, any such tax or charge may be reflected on ABC's invoice to DEALER.

6. ABC Obligations. **(a)** Upon mutual execution and delivery of this Agreement, ABC will deliver to DEALER ABC's then current sales training handbook. ABC may modify its sales training handbook from time to time. **(b)** ABC will use commercially reasonable efforts to provide DEALER with assistance and information, but ABC will not provide any assistance which requires travel or services not customarily provided by ABC unless ABC is compensated for such services at its then-current hourly rates. **(c)** ABC will use commercially reasonable efforts to review, process and ship orders for _____ systems within sixty (60) days of the effective date of the executed License Agreement. **(d)** upon receipt of DEALER's purchase order, ABC will provide DEALER with a Primary Account and will invoice DEALER for all purchased Credits. **(e)** DEALER commissions, as set on Schedule 1 to this Agreement, will be shown on ABC's invoices to DEALER and may, at ABC's discretion, be deducted from payment due to ABC from DEALER. Commissions will first be applied to any amounts DEALER has outstanding with ABC. Any remaining amounts will be paid in U.S. Dollars by check to DEALER. **(f)** ABC may provide, in its sole discretion, joint marketing funds to DEALER for approved marketing activity in amounts to be determined from time to time. If made available, joint marketing funds, will be distributed semi-annually based on approval by ABC and proof of payment by DEALER of marketing campaigns conducted by DEALER. **(g)** ABC will provide reasonable notice of any price increases to DEALER. Should DEALER have quotations outstanding with potential End Users at the time of the price change notice, ABC may, at its sole discretion, extend pricing beyond the announced price change date for only those quotations outstanding, and for a period not to exceed sixty (60) calendar days.

7. Certain Use Restrictions. **(a)** DEALER may purchase a license for a demonstration system consisting of _____ then available from ABC for internal use and demonstration purposes at ABC's then-current MSRP less DEALER's commission rate under Schedule 1. **(b)** DEALER may license _____ systems subject to a License Agreement, for DEALER's internal use only, at a price equal to MSRP less _____. Any enterprise system licensed by DEALER pursuant to a License Agreement may not be used for the purpose of delivering Sessions to End Users, subject to the following limited exceptions: (i) use by employees of DEALER or temporary employees of the DEALER solely for purposes of fulfilling DEALER's obligations under this Agreement; (ii) use for sales demonstrations at an End User location in the presence of a DEALER employee; (iii) use to facilitate _____ presentations, either at the DEALER's location or at a customer site in the presence of a DEALER employee only; (iv) use for customer trials where the End User is a bona fide qualified sales lead, the delivery of the Session is at no cost to the End User, and the End User accesses the system either at the DEALER site or remotely from the End User's place of business. **(c)** enterprise licenses held by DEALER may not be resold, transferred, assigned, or otherwise used to deliver ABC Products: (i) to End Users where the End User can control the location of where the exercise is taken; (ii) via any network connection to an End User's home; (iii) via any network connection to an End User's office location, except as expressly provided for above; (iv) to End Users via dial-in access to an enterprise site, except as expressly provided above; or (v) to End Users on a broad promotional basis, i.e., general distribution to prospects where no purchase is required by the End User, or where an End User purchases bundled products or services, which include ABC Products, from the DEALER and the purchase price for such products or services is less than the MSRP of the ABC Product. The foregoing limitations shall not apply to any _____ system licensed by ABC to DEALER, the use of which system shall be governed by the terms of a separate license agreement.

8. Warranties, Limitation of Liabilities and Indemnification. **(a)** ABC: ABC warrants that the ABC Products will perform substantially in accordance with the accompanying written materials for a period of at least _____ calendar days from delivery to an End User. ABC's entire liability and DEALER's (and any End User's) exclusive remedy for such limited warranty will be either: (i) the End User's return of the ABC Product for the price paid and DEALER's subsequent return of any associated DEALER's commissions to ABC; or (ii) repair or replacement of the ABC Product that does not meet such warranty and which is returned to ABC by the End User. Any replacement ABC Product will be warranted for at least _____ calendar days. These remedies are not available outside of the Territory. ABC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ABC PRODUCTS AND THE ACCOMPANYING WRITTEN MATERIALS. IN NO EVENT WILL ABC, OR ITS DEVELOPERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE ABC PRODUCTS OR ACCOMPANYING WRITTEN MATERIALS, EVEN IF ABC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABC's liability to DEALER or End Users for actual damages for any cause whatsoever, and regardless of the form of the action, will be limited to the greater of U.S.\$ _____ or the amount paid for the ABC Product that caused the damages. **(b)** DEALER: DEALER represents and warrants that it will ensure that all Sub-Dealers execute the Sub-Dealer Agreement. DEALER represents and warrants that it will use best efforts to ensure that the Sub-Dealer complies at all time with its obligations under the Sub-Dealer Agreement. DEALER agrees to indemnify and hold ABC harmless from any and all liability against ABC resulting or arising out of any acts, omissions, or representations made with respect to any ABC Products or any service or product provided to an End User by DEALER.

9. Default and Right to Injunctive Relief. The parties agree that any default by DEALER will result in irreparable harm to ABC and a remedy at law would be inadequate. In addition to any and all remedies available at law, ABC will be entitled to an injunction or other equitable remedies in all

legal proceedings in the event of any threatened or actual violation of any or all of the provisions of this Agreement, including without limitation Section 10, Confidential Information, and Section 11, Intellectual Property. ABC will be entitled to injunctive or other equitable relief without the necessity of posting bond, and DEALER's sole remedy upon entry of any injunction will be dissolution of the injunction, if warranted. If injunctive relief is granted, DEALER will be liable to ABC for all reasonable attorneys fees and costs of litigation.

10. Confidential Information. DEALER acknowledges that the ABC Products provided by ABC constitute, and contain, valuable intellectual property and Confidential Information owned by ABC, and that as part of this Agreement, ABC may, in its discretion, disclose Confidential Information to DEALER to assist DEALER in meeting its obligations under this Agreement. DEALER agrees to hold in strict confidence all Confidential Information of ABC, and will use such Confidential Information solely for purposes of fulfilling DEALER's obligations under this Agreement. DEALER agrees that it will not permit access by any third party to any Confidential Information except to: End Users who have acquired a license to use the ABC Products pursuant to this Agreement and then only pursuant to the terms of the applicable End User Agreement; and Sub-Dealers pursuant to the terms of the applicable Sub-Dealer Agreement. DEALER agrees not to create, attempt to create, or allow others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from any other information made available to DEALER by ABC under this Agreement. Promptly following termination of this Agreement, DEALER will return to ABC all Confidential Information in its possession. ABC will protect confidential information of DEALER (to the extent that ABC is made aware of the confidential nature of such information in writing) from inappropriate dissemination to third parties with the same diligence and care taken by ABC to protect its own proprietary and confidential information from competitors.

11. Intellectual Property. Subject to any licenses granted hereunder, ABC owns all right, title, and interest in the ABC Products, including any associated Intellectual Property Rights. DEALER agrees not to alter or remove any copyright or trademark or servicemark notices or other similar designations on or in the ABC Products provided to DEALER. DEALER acknowledges and agrees that any breach by it of any term or condition of this Agreement may constitute an infringement or misappropriation of Intellectual Property Rights of ABC in addition to a breach of this Agreement.

12. Privacy. DEALER will provide all necessary cooperation to comply with any laws and regulations with respect to the privacy of End User, usage, or other information, including but not limited to the European Union Data Protection Directive, in the Territory, the country of End User's principal place of business, or the country of DEALER's principal place of business. Such cooperation will include executing all agreements or documents necessary to comply with such laws and regulations. Each party will bear its own costs to effectuate such compliance. DEALER will abide by any ABC privacy policies of which ABC gives DEALER prior written notice. Failure to comply with this Section 12 will be considered a material breach of this Agreement and will be grounds for termination. For the avoidance of doubt, the indemnification of Section 8 will apply to this Section 12.

13. Trademarks. The ABC Products ABC supplies to DEALER under this Agreement may include software and accompanying materials bearing one or more of the trademarks or servicemarks, "_____", "_____" or other trademarks, trade names, servicemarks, logos, or other product designations used by ABC ("ABC Trademarks") or used by ABC under license from a third party ("Third Party Marks", and collectively with ABC Trademarks, "Marks"). DEALER is hereby granted the right to use the Marks in advertising, which directly refers to the ABC Products or states the fact that the DEALER is an Authorized Dealer for the ABC Products. Such advertising must reference these Marks as proprietary to ABC, LLC or their respective owners, as applicable. DEALER agrees not to remove, alter, or otherwise modify any identification marks or trademarks affixed to the ABC Products. DEALER acknowledges that all goodwill created or otherwise associated with the promotion, marketing, distribution and support of the ABC Products and the Marks during the term of this Agreement will accrue directly to the benefit of ABC and the respective owners of the Marks, and will be the sole exclusive property of ABC and the respective owners of the Marks.

14. Relationship of the Parties. The relationship of the DEALER and ABC is that of independent contractors. Neither the DEALER nor ABC will have any right or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party. Nothing contained in this Agreement is in any way intended to be construed as creating the relationship of employer or employee, franchisor and franchisee, or principal and agent between DEALER and ABC. Nothing in this Agreement will be interpreted to give DEALER an exclusive right to market certain geographic regions, including the Territory, vertical markets, or specific End Users. In the event an End User applies to ABC to become a dealer and ABC approves such application, ABC will immediately establish a direct relationship with such End User for all further sales and licensing of ABC Products. DEALER will cease to earn commissions from sales to the End User on the earlier of the date that ABC approves End User's dealer application or a dealer agreement is executed between End User and ABC. ABC may, at its sole discretion, elect to support the sales efforts of one dealer or subdealer, where more than one dealer and subdealer have advised ABC of their intention to pursue a particular sales opportunity or potential End User.

15. Non-solicitation of Employees. DEALER agrees that so long as this Agreement is in effect and for one year after termination of this Agreement DEALER will not directly or indirectly solicit for hire, hire or knowingly use through any third party the services of any employee of ABC or its affiliates. For purposes of this Section "any Employee of ABC" will mean any individual employed by ABC or its affiliates as an employee or consultant with the exception of those individuals who have not been employees or consultants of ABC or its affiliates for a period of at least six (6) months prior to DEALER's solicitation, hiring or use.

16. Notices. All notices hereunder will be in writing, addressed to the address provided below (unless one party has notified the other of a change of address pursuant to the terms of this subsection), and sent by (a) hand delivery, (b) nationally recognized, express courier services (such as FedEx, UPS and DHL), (c) certified mail, return receipt requested, postage prepaid, or (d) facsimile (against receipt of answerback confirming delivery), with a copy sent by first class mail. ABC may give notice of changes in price, delivery, product description, order procedures, or other procedures, or other routine event by way of printed materials, newsletters, updates to manuals, or by broadcast e-mail.

17. Governing Law; Dispute Resolution. (a) This Agreement and any arbitration hereunder shall be governed by the substantive laws of the State of Maryland (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Maryland). Subject to subsection

17. Governing Law; Dispute Resolution. (a) This Agreement and any arbitration hereunder shall be governed by the substantive laws of the State of Maryland (without regard to any rules or principles of conflicts of law that might look to any jurisdiction outside Maryland). Subject to subsection 17(b) below, in the event that an unresolved dispute arises over the enforcement, interpretation, construction or breach of this Agreement, the parties agree that it shall be litigated in the U. S. District Court for the Eastern District of Maryland, or the circuit courts of Anne Arundel County, Maryland, and the parties irrevocably submit to the exclusive jurisdiction of such courts for all purposes with respect to any legal action or proceeding in connection with this Agreement. (b) Notwithstanding anything to the contrary contained in this Agreement, any dispute of any nature whatsoever arising out of or related to this Agreement, which cannot be resolved by negotiation, will be settled by binding arbitration in accordance with the J.A.M.S./ENDISPUTE Arbitration Rules and Procedures ("Endispute Rules") then applying, as may be modified by this Agreement. The costs of arbitration, including fees and expenses of the arbitrator, will be shared equally by the parties unless the arbitration award provides otherwise. Each party will bear the cost of preparing and presenting its case, including attorney's fees. The parties agree that this provision and the arbitrator's authority to grant relief will be subject to the United States Arbitration Act, 9 U.S.C 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. Any arbitration hereunder will be conducted in Washington, D.C. The parties agree that the arbitrator will have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event will the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings will be governed by the USAA.

18. Miscellaneous. (a) DEALER may not assign, transfer, sublicense or otherwise convey this Agreement nor any right or obligations of the DEALER hereunder without the prior written consent of ABC. ABC may, in its sole discretion, sell, assign, transfer or convey, any or all of its right in and to this Agreement. (b) Neither party will be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party. (c) No delay, omission, of failure to exercise any right or remedy provided for in this Agreement will be deemed to be a waiver thereof or an acquiescence in the event giving rise to such remedy, but every such right or remedy may be exercised, from time to time, as may be deemed expedient by the party exercising such right or remedy. (d) This Agreement (and the attached schedules which are incorporated by reference) is the complete and exclusive statement which is the Agreement between the parties and supersedes all prior or contemporaneous proposals and agreements, whether written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and any schedule hereto, this Agreement will govern and control. DEALER acknowledges that this Agreement cannot be modified except by a writing signed by vice presidents or more senior executive officers (or their appointed designees) of both the DEALER and ABC. (e) In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same will not affect any other portion of this Agreement, as it is the intent of the parties that this Agreement will be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement will be construed as if such clause or portion thereof had never been contained in this Agreement, and there will be deemed substituted therefor such provision as will most nearly carry out the intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties have duly caused this Agreement to be executed and to be effective as of the date executed by ABC written below.

(Print DEALER Name)

By:

Name:

Title:

Date:

Name of Contact:

Address:

Phone:

Fax:

-

ABC CORP

ABC CORP.

By:

Name:

Title:

Date:

Name of Contact:

Address:

Phone:

Fax:

-

-

-

SCHEDULE 1**ABC Products**

DEALER is an authorized agent for the following ABC Products (ABC may increase or decrease the ABC Products subject to this Agreement from time to time in its discretion upon notice to DEALER):

Authorized Territory

The Territory is defined as: _

Should DEALER fail to meet any rights under this Agreement, ABC reserves the right to remove individual ABC Products, Locations from the Designated Business Locations, or modify the Authorized Territory and not terminate this Agreement. In this event, all other terms and conditions of this Agreement will remain in effect.

DEALER Commission Rates

A commission of ___% of license fees based on MSRP is payable to the DEALER for _____ Product transactions and _____ Product transactions closed by the DEALER. In addition to the foregoing commission, a commission of ___% of the license fees based on MSRP is payable to the DEALER for _____ Product transactions and _____ Product transactions closed by DEALER's Sub-Dealers.

Any discounts offered by the DEALER to the End User will be deducted from the DEALER's commission. Any discounts offered by ABC to the End User will reduce MSRP for the purposes of calculating DEALER's commission.

Sales of _____ will not be aggregated with sales of other ABC Products for purposes of determining the above commission levels.

Commission levels will be set at the beginning of each calendar quarter at the discretion of ABC based on historical performance. Failure to meet targets will not result in monetary penalties to DEALER; however, continued failure to meet goals may result in termination of this Agreement at ABC's sole discretion.

Commission levels will be set at the beginning of each calendar quarter at the discretion of ABC based on historical performance. Failure to meet targets will not result in monetary penalties to DEALER; however, continued failure to meet goals may result in termination of this Agreement at ABC's sole discretion.

Any commission paid by ABC directly to a Sub-Dealer of DEALER will be deducted from commission amounts otherwise payable to DEALER under this Agreement.

No commission will be payable to DEALER for installation, setup, or configuration fees paid by the End User.

This material is protected by copyright. Copyright © 2000 various authors and the American Corporate Counsel Association (ACCA).