**STRATEGIC PARTNER AGREEMENT**

This Agreement made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_ a(n) (individual) (partnership) or (corporation organized under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_), with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “Reseller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a(n) (individual) (partnership) or (corporation organized under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “Contributor”).

WHEREAS, Reseller has cultivated and established a business relationship and business opportunity with an end-user which requires a highly specialized skill set; and,

WHEREAS, Contributor represents that it possesses those highly specialized skills required by the Reseller and end-user; and,

WHEREAS, the parties have determined that their collaboration in a joint effort will be mutually rewarding to them and beneficial to the end-user, by permitting each party to benefit from the knowledge, experience, and expertise provided by the other; and,

WHEREAS, Contributor acknowledges that but for the introduction made by Reseller, Contributor would not have this opportunity;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the parties agree as follows:

1. PROJECT: Reseller shall disclose to Contributor the requirements of the project for which Contributors specialized skills are required.

2. ANALYSIS: Contributor shall analyze said project and provide recommendations and cost estimates as to Contributors participation in the project. Contributor shall furnish said recommendations and costs solely and directly to Reseller.

3. END-USER CONTACT: If it shall be necessary for Contributor to conduct an on site survey and/or interview any employees of the end-user, Contributor shall do so solely in the name of the Reseller and shall not disclose the Contributor is an independent business entity.

4. METHOD OF COMMUNICATIONS: Reseller shall establish and Contributor shall comply with the manner and means which Contributor shall interface with the end-user.

5. CONFIDENTIALITY: Contributor has received certain confidential or proprietary information regarding the end-user and the business opportunity in trust and confidence and agrees that it shall be used only in conjunction with this opportunity and relationship, and shall not be used for any other purpose or disclosed to any third party without the express written consent of Reseller.

6. INDEPENDENT CONTRACTOR: Contributor is an independent contractor and not an employee or agent of Reseller. Contributor shall furnish all necessary equipment, supplies, hardware, and personnel to provide the services setforth on Exhibit A attached hereto and incorporated herein. Said services may be modified from time to time at the direction of Reseller, provided the terms and conditions for such modifications are mutually agreed upon. If Contributor does not agree to said modifications then the services agreed to under this contract may be terminated by Reseller. Said termination will not affect the survival of the confidentiality and non-solicitation provisions herein.

7. TIME OF THE ESSENCE: Contributor acknowledges that the time periods for performance, as setforth on Exhibit B, attached hereto and incorporated herein, are of vital importance to the success of this undertaking. Contributor’s failure to meet any established deadline shall result at Reseller’s option, in either termination of this Agreement or a reduction of the total compensation provided herein at the rate of three (3%) percent for each business day following the established deadline.

8. This Agreement may be terminated by Contributor, with or without cause, upon giving of fourteen (14) days prior written notice to Reseller. If Contributor terminates this Agreement for any reason other than for cause, Contributor agrees to pay to Reseller, as liquidated damages and not as a penalty, an amount equal to all sums paid by Reseller to Contributor for Contributor’s services under this Agreement. The parties acknowledge and agree that the actual damages sustained by Reseller will be difficult to ascertain and agree that such repayment is reasonable. Contributor further agrees that upon such termination, Contributor shall have no recourse against Reseller under this Agreement or in a claim for quantum meruit or based upon unjust enrichment or for any costs, losses or damages otherwise sustained by Contributor.

This Agreement may be terminated forty-eight (48) hours after the giving of written notice by Reseller should the Contributor, in the sole judgment of Reseller, fail to properly perform the tasks required hereunder, or violate any provision of this Agreement, or if Reseller has reasonable cause to believe that Contributor will not complete the required work in a timely fashion, or at the request of end-user.

9. WORK FOR HIRE; MATERIALS: Contributor expressly agrees that Contributor shall have no ownership interest, copyright, or any other right, title or interest in or to any work products developed under this Agreement, including but not limited to computer programs, designs, documentation, drawings, flow charts, studies or the like and agrees that all of such work products shall be deemed to be “work made for hire” and Contributor grants Reseller the entire tight, title and interest in and to such work products and all proprietary right therein and an unlimited, unrestricted, royalty free, fully paid-up, exclusive license with a right to grant sublicenses therein.

10. Contributor hereby agrees and acknowledges that all materials, plans, drawings, proposals, records, notes, data, programs and equipment of every nature and description obtained by Contributor or created by Contributor in the performance of the terms of this Agreement are the property of Reseller, and upon the demand of end-user or Reseller at any time the same shall be immediately turned over to Reseller without regard to whether the term of this Agreement has expired by lapse of time, or shall have been otherwise terminated. This provision shall include all ideas, designs, inventions or other developments or improvements conceived by Contributor during the term of this Agreement or within the scope of the terms of this Agreement which shall be the property of Reseller. Contributor further agrees to grant to Reseller, for valuable consideration, the sufficiency of which is hereby acknowledged, the exclusive right in ownership of all tasks outlined herein.

11. CONTRIBUTOR’S REPRESENTATION: The Contributor further represents, covenants and binds himself to Reseller for the following:

(a) Contributor agrees that he will at all times faithfully, industriously and to the best of its ability, experience and talents perform all the duties that may be required for the successful completion of the Project and the terms of the Agreement. Such duties shall be performed at such place or places as may be required to successfully complete the Project, and shall be subject to the general direction of Reseller.

(b) Contributor will report to and consult with Reseller at reasonable times and places as Reseller may require for the purpose of reviewing the progress and the status of the Project.

(c) Contributor will not disclose to any person, firm or corporation any information obtained from end-user or Reseller, or created by Contributor in the furtherance of its duties, which in any way relates to the business of Reseller, or its subsidiaries or end-users, including but not limited to the names of end-users and dealers, personnel records, programs, software, hardware, either during or with one (1) year of the termination of the Agreement, whether a lapse of time or otherwise, without the express written consent of Reseller.

(d) During the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Contributor further agrees not to engage in any business arrangement with Reseller clients, customers, end-users, business associates, or dealers without the express written consent of Reseller.

(e) Contributor agrees that for a period of six (6) months following completion of the Project, Contributor will provide Reseller and/or the end-user with solutions to any problems, failures, or deficiencies in Contributor’s portion of the Project.

(f) Contributor agrees that he will take the appropriate action by instruction to, or agreement with, his employees to satisfy the nondisclosure and confidentiality obligations of this Agreement.

12. COMPENSATION: Reseller shall pay to Contributor as full and complete compensation for the services created under this Agreement in accordance with the following standards: First Milestone:

Second Milestone:

Completion:

Payment shall be made in accordance with the receipt by Reseller of the related funds payable by end-user to Reseller on the schedule outlined in the end-user documents reviewed by Contributor. Final payment shall be made within fifteen (15) days of receipt by Reseller of the final billing, provided that Contributor is not in breach of any term of this Agreement. All invoices shall be submitted in duplicate. Contributor shall retain receipts and maintain records of all billable items, copies of which shall be provided to Reseller from time to time upon written request. (If you are Contributor this provision should be modified to provide payment at the completion of each milestone, regardless of payment by end-user. Contributor should look to Reseller as the responsible party).

13. ARBITRATION: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award entered by the arbitrators may be entered in any court having jurisdiction thereof.

14. INDEMNIFICATION: The Contributor agrees to indemnify and hold Reseller, its employees and agents, harmless from any and all claims, judgments, losses or damage to property or injury caused directly or indirectly by the tasks performed by the Contributor in fulfilling the terms of this Agreement, or arise directly or indirectly out of the performance hereunder by Contributor. This indemnification includes the agreement by the Contributor to indemnify and hold Reseller harmless for the failure or refusal of Contributor to thoroughly complete any services undertaken by Contributor pursuant to the terms of this Agreement, and shall be binding upon the Contributor, his executors, administrators, heirs and assigns. (If you are Contributor the indemnification should be reciprocal).

15. NOTICE: Notice under this Agreement shall be in writing and may be given in person, by express delivery, or electronic means. If notice is given in person it shall be by personal delivery, and shall be considered given upon delivery. If notice is given by mail, it shall be by first class mail, postage prepaid, and considered given two (2) business days after deposited in the mail. The address for giving notice shall be that shown for the party on the signature page of this agreement. The place of giving notice may be changed by complying with the requirements of this paragraphs.

16. ASSIGNMENT: Contributor may not assign its interests under this Agreement except upon the express written authorization of Reseller. Any attempt by the Contributor to assign in contravention of the terms of this paragraph shall work an immediate suspension of Reseller’s obligation to pay pursuant to the terms of paragraph 12 hereof, but shall not release the subcontractor from the obligation to perform its duties.

17. ENTIRE AGREEMENT: This written Agreement shall constitute the entire agreement between the parties and no variance or modification shall be valid or enforceable except by a supplemental agreement in writing.

18. SEVERABILITY: Should any provision of this Agreement be found invalid or unenforceable, the Agreement shall be construed as if that provision were deleted, and all remaining terms and provisions shall be enforceable in law or equity in accordance with their terms.

19. NON-SOLICITATION/NON-HIRER: Reseller and Contributor each agree not to solicit, hire or otherwise engage in any manner whatsoever, directly or indirectly, any of the other party’s employees during the term of this Agreement and for a period of one year thereafter. The parties hereto believe that actual damages in the event of a variation will be difficult to determine and, therefore, agree that either party violating this provision shall pay to the other party the sum of one year’s direct salary of each employee involved as liquidated damages and not as a penalty.

20. INSURANCE: Contributor agrees to carry the following insurance for the term of this Agreement:

a. Worker’s compensation as required by the laws of the state in which the work is being performed.

b. Comprehensive general liability and property damage insurance with bodily limits to $300,000.00 for each occurrence and property damage limits of $300,000.00 for each occurrence naming Reseller as an additional insured.

c. Fidelity Bond for $100,000.00 for claims arising from fraudulent or dishonest acts of Contributor which result in losses to or claims against. Reseller.

Contributor shall provide Reseller with appropriate insurance certificates evidencing that the required insurance is in effect.

21. MANAGEMENT: Full and complete management and control of the Project shall be the responsibility of the Reseller.

22. FORCE MAJURE: No party shall be liable for any breach or nonobservance of any terms or conditions of this Agreement in the event that said breach or nonobservance is caused by fire, explosion, natural disaster, labor disturbance, laws, regulations, or any similar extraordinary circumstance beyond the reasonable control of the party directly affected thereby.

**IN WITNESS WHEREOF,** the parties hereby have executed this Agreement on the dates set out hereinafter. For convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects similar to each other and which shall be deemed complete so that any one may be introduced in evidence or for any other purpose without the production of the other counterparts.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

CONTRIBUTOR: RESELLER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone: Telephone:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A

SERVICES

PROJECT:

EXHIBIT B

SCHEDULE: