

SOUTH RIVER TECHNOLOGIES, INC

CERTIFIED RESELLER CHANNEL PARTNER PROGRAM AGREEMENT

**Channel Partner
Company Name** _____

Address/City/State _____

Postal Code/Country _____

Contact Phone / Fax _____

Contact Name / Email Address _____

This Agreement is between South River Technologies, INC. ("SRT") and the Reseller Channel Partner named above ("RESELLER") and establishes the terms and conditions for RESELLER's participation in the SRT Certified Reseller Channel Partner Program (the "Program"). Under the Program, SRT will provide marketing and promotional support to RESELLER as specified in this Agreement related to RESELLER's purchase and license of SRT software applications for resale.

1. RESELLER Qualification

1.1 In order to ensure adequate technical and marketing support to end users, eligibility to resell SRT software applications is subject to meeting certification requirements as described in the Program Materials attached hereto as Attachment B. These Program Materials contain a detailed description of the benefits to a RESELLER of as well as the requirements of a RESELLER under this program. RESELLER will not sell SRT software applications without arranging for adequate post-sales support.

2. Relationships

2.1. RESELLER is an independent contractor engaged in purchasing SRT software applications for resale to its customers. RESELLER is not an agent or legal representative of SRT for any purpose, and has no authority to act for, bind or commit SRT.

2.2. RESELLER has no authority to make any commitment on behalf of SRT with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. RESELLER has no authority to modify the warranty offered with SRT software applications. RESELLER will indemnify SRT from liability for any modified warranty or other commitment by RESELLER not specifically authorized by SRT.

2.3. RESELLER will not represent itself in any way that implies RESELLER is an agent or branch of SRT. RESELLER will immediately change or discontinue any representation or business practice found to be misleading or deceptive by SRT immediately upon notice from SRT.

3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by RESELLER and SRT. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.2. SRT or RESELLER may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3.3. SRT may, from time to time, give RESELLER written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

4. The Program

4.1. SRT's Program will contain various participation levels. Each level may have an associated fee. Reseller's participation level and obligation to pay the associated fee will be indicated in Attachment A hereto. Each level has an associated sales commitment. RESELLER's participation level and obligation to meet the associated commitment will be indicated in Attachment A. SRT may invite RESELLER from time to time to participate in the co-operative advertising, market development and promotional programs offered by SRT as defined in the Program Materials. RESELLER may, at its option, participate in such programs during the term of this Agreement. SRT reserves the right to terminate or modify such programs at any time at its sole discretion.

4.2. SRT shall review RESELLER's performance against the sales commitments on a quarterly basis. If RESELLER fails to meet sales commitments for two consecutive review periods, SRT will notify RESELLER that at the end of a 3rd consecutive missed commitment period RESELLER Program participation level will drop to the higher of the previous level or the introductory level. Any Program fees collected, or portion thereof, will not be refunded.

4.3. RESELLER shall exert best efforts to market SRT software applications, and shall use all promotional materials supplied by SRT. It is RESELLER's responsibility to help its customers determine which system configuration would best serve their needs.

4.4. As defined in the Program Materials, RESELLER shall have sufficient technical knowledge of the SRT software applications in general, and will have access to appropriate SRT sales and technical training.

4.5. SRT does not represent that it will continue to manufacture any particular item or model of software application indefinitely or even for any specific period. SRT specifically reserves the right to modify any of the specifications or characteristics of its software applications, to remove any software application from the market, and/or to cease manufacturing or supporting it.

4.6. RESELLER is expected and encouraged to advertise and promote the sales of SRT software applications through all appropriate media including web site content, trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. SRT must approve all such materials that use SRT's name or trademarks. SRT will assist RESELLER in advertising and promoting SRT products in accordance with SRT's policy.

4.6.a. In the event that RESELLER is re-branding or fully integrating SRT software applications in RESELLER solutions, independent promotion of SRT branded software applications is not expected or required of RESELLER.

5. Limitation of Mutual Liability

5.1 UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL SRT OR RESELLER BE LIABLE TO RESELLER OR SRT OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SRT OR RESELLER HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

6. Use of SRT Trademarks

6.1. RESELLER acknowledges the following:

6.1.a. SRT owns all right, title and interest in the SRT names and logotypes.

6.1.b. SRT is the owner of certain other trademarks and tradenames used in connection with certain software applications.

6.1.c. RESELLER will acquire no interest in any such trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with SRT.

6.2. During the term of this Agreement, RESELLER may indicate to the trade and to the public that it is an Approved Reseller of the SRT software applications. With SRT's prior written approval, RESELLER may also use the SRT provided trademarks and tradenames to promote and solicit sales or licensing of SRT software applications if done so in strict accordance with SRT's guidelines. RESELLER will not adopt or use such trademarks or tradenames, or any confusingly word or symbol, as part of its SRT name or allow such marks or names to be used by others.

6.3. At the expiration or termination of this Agreement, RESELLER shall immediately discontinue any use of the SRT names or trademarks or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was a RESELLER of the SRT products.

7. Software Warranty

7.1. The warranty terms and conditions will be as specified in the published End User License Agreement as documented on SRT web site.

7.2. SRT'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Software License

8.1 The software license terms will be specified in the published End User License Agreement as documented on SRT web site and any Software Maintenance Agreement entered into by the parties.

9. Proprietary Information

9.1 SRT and RESELLER shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

9.2 This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to SRT. RESELLER shall not have any right to manufacture or reverse engineer any SRT software applications.

10. Intellectual Property

10.1 RESELLER acknowledges that SRT software, the source code to the software, and all copyrights, patents, trade secrets, trademarks and other proprietary rights in the software recognized under the applicable law of the United States or of any foreign country where the software is used are owned solely and exclusively by SRT, and no provision in this Agreement is intended to be or shall be construed to be a transfer or conveyance of any such ownership rights in the software to RESELLER.

11. Compliance with Laws

11.1 RESELLER agrees to comply with all laws and regulations that are applicable to the business that RESELLER transacts. RESELLER agrees to indemnify and hold SRT harmless for all liability or damages caused by RESELLER's failure to comply with the terms of this provision.

12. Government Contract Conditions

12.1 In the event that RESELLER elects to sell SRT software applications to the U.S. Government, RESELLER does so solely at its own option and risk, and agrees not to obligate SRT as a subcontractor or otherwise to the U.S. Government. RESELLER remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. SRT makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations.

13. Miscellaneous

13.1 Notices under this Agreement must be sent by electronic mail, telecopy, registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.

This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. The State of Maryland law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". SRT and RESELLER will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.

14. Arbitration

14.1 Any claim based on or arising from this Agreement, which has not been resolved by mutual agreement between the parties shall be determined by binding arbitration in accordance with the International Chamber of Commerce ("ICC") rules for international arbitration. Judgment upon any arbitration award may be entered in any court having jurisdiction. Either party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.

The arbitration shall be conducted as follows: (i) if permitted under ICC rules, via video-teleconference or other electronic means; or (ii) if the arbitration cannot be conducted via electronic means, then in Dublin, Ireland, such arbitration to be held before single arbitrator selected by the mutual agreement of the parties, unless the parties cannot so agree, and then such arbitrator shall be appointed in accordance with the rules of the ICC. All arbitration hearings will be commenced within ninety (90) days of the demand for arbitration; further, upon a showing of cause, the arbitrator shall only be permitted to extend the commencement of such hearing for up to an additional sixty (60) days.

The prevailing party in the arbitration shall be awarded as costs all of the fees, costs and expenses (including its reasonable attorneys', consultants and expert fees and the fees of the arbitrator) such party incurred. The arbitration award may be filed and enforced in any court of competent jurisdiction, the parties fully intending that the award of arbitration shall be valid and enforceable under international law in the jurisdiction of the Licensee

15. Court Jurisdiction

15.1. Either party may sue the other party for breach of this Agreement solely in a court of competent jurisdiction serving the geographic area of the principal offices of the party in the position of defendant (once commenced, the other party shall be obligated to try in such court all of the available counterclaims or other claims in such action).

RESELLER

Company _____
Signature _____
Print Name _____
Title _____
Date _____

SOUTH RIVER TECHNOLOGIES, INC.

Signed _____
Print Name Matthew S. Ryan
Title Director, Channel Programs
Date _____
Channel ID _____

**Attachment A
Reseller Participation Designation**

RESELLER shall elect to participate in the SRT sponsored PROGRAM as defined in the following table:

Tier	Period	Gross Revenue Commitment	Discount	Program Fee (USD)	Program Applying to: Select One (x)
Partner	Annual	3 Orders/Quarter	15%	\$49	
Authorized	Annual	\$5000	20%	\$99	
Gold	Annual	\$25,000	25%		

RESELLER Program Definitions:

- Tier Assigned (or anticipated) Program commitment for a 12 month term of the Program. Program level is reviewed quarterly. PROGRAM Level qualification is maintained by consistently achieving the "Gross Revenue Commitment". Advanced tiers awarded based on performance.

- Period Time frame for commitment. Averaged Quarterly.

- Commitment Average PERIOD gross US dollar value of licenses purchased from SRT over a 12 month term of the agreement.

- Discount The standard discount percentage (%) is subtracted from the advertised retail price of a SRT software application license. The resulting cost is the price paid by the RESELLER to purchase the software application license from SRT. The Discount Matrix in Attachment B documents the specific rates.

- Program Fee The setup fee to participate in the SRT RCP.

Attachment B
Certified Reseller Channel Partner Program Materials

Materials provided electronically under separate communication. Upon execution of this agreement, the current program materials will be incorporated herein.