



DISTRIBUTOR AGREEMENT

THIS AGREEMENT is made and entered into to be effective as of _____ (the "Effective Date"), by and between Teamwork Solutions, Inc, an Ohio corporation with its principal offices in Columbus, Ohio, U.S.A. ("Teamwork"), and _____, with its principal offices in _____ ("Distributor").

1. DEFINITIONS

a. Products. "Products" means (i) Teamwork's computer software programs and related documentation that Teamwork, in its sole discretion, determines to market, maintain and support through Distributor and other Resellers during the term of this Agreement; (ii) all fixes, updates, upgrades and localized, translated or new versions of such computer programs or documentation that Teamwork may release during the term of this Agreement.

b. Demo Codes. "Demo Codes" mean the authorization codes that will permit an End-User to use the Products on a computer system in a production environment for a limited period of time.

c. Distributor Discount. "Distributor Discount" means a discount of thirty percent (30%), subject to modification as set forth herein.

d. End-User. "End-User" means any person that may be or has been authorized to use the Products on a computer system in a production environment.

e. PAK. "PAK" means the Products Authorization Key by which an End User will be enabled to use the Products without any time limitations.

f. Reseller. "Reseller" means any agent, representative, commissionaire, distributor, systems integrator, value-added reseller or other third person that Teamwork has authorized to promote, license, distribute or otherwise market, maintain or support the Products, other than Distributor.

g. Standard Retail Price to End-Users. "Standard Retail Price to End-Users" means the standard price at which Teamwork offers the products to End-Users who are its direct customers.

h. Territory. "Territory" means the Base Territory plus the Additional Territory.

i. Base Territory. "Base Territory" means North America.

j. Additional Territory. "Additional Territory" means worldwide, but excluding all countries on the list of sanctioned or embargoed countries as reported and administered by The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, as such list may be modified from time to time, and any additional countries designated by Teamwork from time to time and at any time, in its complete discretion. Teamwork may amend the definition of "Additional Territory" at any time or times and at any time, in its complete discretion.

2. APPOINTMENT

a. Grant of Distribution Right. Teamwork grants to Distributor, and Distributor accepts from Teamwork, the non-exclusive and non-transferable right to promote, license, distribute and otherwise market, maintain and support the Products to and for End-Users within the Territory under the terms set forth herein. Distributor will not appoint any other person to promote, license, distribute or otherwise market, maintain or support the Products. Distributor will not promote, solicit or accept orders for installation or use of the Products or related services outside of the Territory.

b. Grant of Right to Use Marks. Teamwork also grants to Distributor and Distributor accepts from Teamwork, the non-exclusive and non-transferable right to use the "TEAMWORK SOLUTIONS" trademark and the Teamwork trademarks which are used to name the Products (collectively, the "Marks") but only in connection with the marketing and sale of the Products to End-Users. All use of such Marks shall inure solely to the benefit of Teamwork and shall be conducted strictly in accordance with Teamwork's Trademark Usage Policy as in effect from time to time. Distributor shall obtain the prior approval of Teamwork before using the Marks on any

marketing or advertising materials, including on any internet or world wide web site.

c. Non-exclusivity of Grant.

Notwithstanding the grant of the rights to Distributor in this Section 2, Teamwork and its Resellers may directly promote, solicit and accept orders for delivery, installation and use of the Products within the Territory. Any such promotion, solicitation or orders will not be deemed to violate this Agreement or entitle Distributor to any commission or other compensation.

d. Internal Copy. Subject to the terms of this Agreement, Teamwork grants Distributor a non-exclusive and non-transferable license (the "Distributor License") to use each of the Products to create an unlimited number of Lotus Notes databases for Distributor's own internal business purposes and to provide technical support to End-Users within the Territory. Distributor will not sub-license, assign or otherwise transfer the Distributor License to any person nor permit any End User to use any Product under the Distributor License without Teamwork's prior written approval. Distributor may not use the Products to perform services to others as a service bureau or application service provider.

3. DISTRIBUTOR'S OBLIGATIONS

a. Best Efforts. Distributor will use its best efforts throughout the Territory to (i) promote, solicit and obtain orders for the Products, and (ii) perform its installation and related services in a timely and professional manner.

b. Single Contact. Distributor shall designate a single individual (the "Distributor Contact") to serve as Distributor's point of contact with Teamwork. All requests for technical support and all other communications from Distributor shall come from and be through the Distributor Contact. Distributor may change the individual designated as the Distributor Contact at any time by written notice to Teamwork.

c. Training. Within ninety (90) days after the Effective Date, Distributor shall obtain from Teamwork at least two days of training regarding the Products for at least two individuals. All costs and expenses of such training shall be borne by Distributor. All such training shall take place at Teamwork's offices in Columbus, Ohio.

d. Promotional Materials. Distributor will use such brochures and other promotional literature describing the Products that Distributor may develop at Distributor's expense and which have been approved by Teamwork prior to their use (the "Promotional

Materials"). In addition, Distributor shall obtain the prior approval of Teamwork before using the Marks on any marketing or advertising materials, including on any internet web site.

e. Software Agreement. Distributor agrees that all distribution of the Products must be done pursuant to Teamwork's standard software license agreement. Distributor will not modify or amend the Software Agreement without Teamwork's prior written approval. In no event will Distributor deliver to End-Users any source code for the Products. The Products are commercial computer software, as defined in the Technical Data and Computer Software-Commercial Items (MAY 1991) clause at DFARS 252.211-7015. Teamwork authorizes delivery of the Products to the U.S. Government as an end-user only under Teamwork's standard software license agreement or under the clauses at DFARS 252.211-7015 (MAY 1991) or FAR 52.227-19, Commercial Computer Software-Restricted Rights (JUN 1987). Without Teamwork's prior written consent in each instance, Distributor has no authority to deliver the Products to the U.S. Government under any other clause or provision, including specifically DFARS 252.227-7013, Rights in Technical Data and Computer Software (OCT 1988) and FAR 52.227-14, Rights in Data-General (JUN 1987).

f. Services. Distributor will provide End-Users within the Territory with the warranty, maintenance and support services contemplated under the Software Agreement in a timely and professional manner. Distributor will also offer to End-Users within the Territory the installation and training services that may be necessary or appropriate (the "Additional Services"), subject to Distributor's then-current standard charges. Distributor will execute appropriate agreements with End-Users with respect to the Additional Services (the "Service Agreements"). Distributor will promptly notify Teamwork of any customization, localization or other development of the Products for an End-User.

g. Prices. Distributor will establish and apply on a consistent basis its own prices and discounts for the Products and related services. At Teamwork's request, Distributor will inform Teamwork about these prices and discounts and any proposed change thereto; this obligation will not be construed to restrict or otherwise limit Distributor's discretion to establish its prices or discounts. Distributor will be solely responsible for obtaining payment from its End-Users. Delays or failures in obtaining any payments from End-Users will not affect Distributor's obligation to make timely payments to Teamwork as set forth in Section 6.

h. Records and Reports. Distributor will maintain accurate records of its marketing and service

activities under this Agreement, including (i) a current list of its End-Users, (ii) copies of all Software Agreements and Service Agreements executed with End-Users and (iii) copies of all correspondence with End-Users. Within 15 days after the end of each 3-month period of this Agreement, Distributor will provide Teamwork with a quarterly report that shows the actual orders obtained during the quarter then-ended and a rolling 12-month order forecast. Distributor will also provide the other reports that Teamwork may periodically request, such as a summary of the activities of competitors within the Territory.

i. **Enforcement.** Distributor will effectively enforce against all End-Users or other third persons within the Territory the provisions of any agreement that has been executed by or assigned to Distributor that affect Teamwork's proprietary or confidentiality rights in the Products. If Distributor learns that any such person has breached any such provision, Distributor will immediately notify Teamwork and take, at Distributor's expense, all steps that may be available to enforce the agreement, including availing itself of actions for seizure or injunctive relief. If Distributor fails to take these steps in a timely and adequate manner, Teamwork may take them in its own or Distributor's name and at Distributor's expense.

4. **TEAMWORK'S OBLIGATIONS**

a. **Distributor Discount.** Teamwork shall sell Products to Distributor at a price equal to the Standard Retail Price to End-Users in effect at the time the order is received by Teamwork, less a thirty (30%) discount (the "Distributor Discount").

b. **Marketing Materials.** At the request of Distributor, Teamwork will review Promotional Materials and Software Agreements that Distributor desires to use to promote, solicit and obtain orders for the Products within the Territory.

b. **Support.** Teamwork will provide the Distributor Contact with access to Teamwork's technicians, at the then current rates, for advice, consultation and assistance to diagnose and resolve the problems that End-Users may encounter in using the Products. Teamwork will provide such support during its regular business hours by (i) remote telephone, fax or other electronic communication or (ii) visits by Distributor's personnel to a Teamwork facility, as Teamwork deems appropriate. Distributor will pay all telephone, travel, lodging and other out-of-pocket expenses that it may incur in connection with such support.

c. **On-Site Visits.** Teamwork may send to Distributor's facilities certain of Teamwork's marketing

and technical personnel to advise, consult and assist Distributor in marketing and servicing the Products. Teamwork and Distributor will schedule such visits for mutually acceptable times, subject to the availability of appropriate Teamwork personnel.

d. **Enhancements.** Teamwork will offer Distributor the fixes, updates, upgrades and localized, translated or new versions of the Products that Teamwork may periodically release (the "Enhancements"). Unless otherwise agreed, Distributor will order from Teamwork all copies of the Enhancements that Distributor may require to fulfill its obligations to End-Users within the Territory. This Section will not be interpreted to require Teamwork to (i) develop and release Enhancements or (ii) customize the Enhancements to satisfy the particular requirements of End-Users. Teamwork will be entitled to determine whether any particular Enhancement should be released in consideration of Maintenance Fees or to be made generally available as a separately priced item.

e. **Demonstration Codes.** Teamwork shall provide to Distributor three demonstration codes ("Demo Codes"), each of which will permit End-Users to fully utilize the Products for a period of sixty (60) days. Distributor agrees that the Demo Codes are confidential and proprietary to Teamwork and therefore constitute Confidential Information, as defined in Section 10, below and may not be disclosed except in connection with sales efforts directed to qualified possible End-Users.

5. **ORDERS AND DELIVERY**

a. **Placement.** Distributor will place orders for the Products directly with Teamwork, unless otherwise agreed on a case-by-case basis. Each order will specify (i) the identity and location of the End-User, (ii) the type, quantity and price of Products ordered and (iii) the configuration of the proposed installation, if applicable. Distributor will attach to each order a copy of the Software License Agreement that the End-User has executed.

b. **Acceptance.** Teamwork may accept or reject any order at its discretion. No order will be deemed accepted unless Teamwork confirms its acceptance. Teamwork will respond to each order within a reasonable time after its receipt from Distributor. Any order that Teamwork may accept will be subject solely to the terms and conditions of this Agreement, unless otherwise agreed.

c. **Shipment and Delivery.** Teamwork will select the method of shipment for Distributor's account and will deliver to Distributor each Products Authorization Key ("PAK") by which the particular End User will be enabled to use the Products ordered by such End User.

6. PRICES AND PAYMENT

a. List Prices. For each Products that Distributor acquires for delivery to an End-User, Distributor will pay Teamwork the Standard Retail Price to End-Users in effect at the time the order is received, less the Distributor Discount. This payment will be due and payable within thirty (30) days after Teamwork ships the respective copies of the Products to Distributor. All amounts will be stated in U.S. dollars, F.O.B., Teamwork's distribution center.

b. Maintenance Fees. For each End-User who contracts for maintenance and support of a Products, Distributor will pay Teamwork, Teamwork's then-current 12-month maintenance fee, less the Distributor Discount. This payment will be due and payable within thirty (30) days after date of the End-User contract for annual maintenance and support or any renewal thereof. All Maintenance Fees will be stated in U.S. dollars.

c. Payment Terms. Distributor will pay all amounts due to Teamwork pursuant to this Agreement in U.S. Dollars by check delivered at Teamwork's offices in Columbus, Ohio, U.S.A. or at such other address that Teamwork may designate. Any late payment will accrue interest at the lesser of (i) 1.5% per month and (ii) the maximum interest allowable under the laws of the State of Ohio. Distributor will pay any late payment charge upon remitting the principal amount to Teamwork.

d. Taxes. All amounts payable by Distributor to Teamwork under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Products, the execution or performance of this Agreement or otherwise, except for net income, net worth or franchise taxes assessed on Teamwork. If, under the laws of the Territory, Distributor is required to withhold any tax on such payments, then the amount of the payment will be automatically increased to totally offset such tax, so that the amount actually remitted to Teamwork, net of all taxes, equals the amount invoiced or otherwise due. Distributor will promptly furnish Teamwork with the official receipt of payment of these taxes to the appropriate taxing authority. Distributor will pay all other taxes, levies or similar governmental charges or provide Teamwork with a certificate of exemption acceptable to the taxing authority.

e. Changes. Teamwork may change the License Fees and Maintenance Fees, in whole or in part, at any time upon 30 days' prior notice to Distributor, subject to any binding commitment that Teamwork has made to Distributor, but only if Teamwork generally applies such change to the Resellers as well.

7. WARRANTIES AND REMEDIES

a. Limited Warranty. Teamwork warrants that the Products will (i) conform to Teamwork's applicable published Products' descriptions in effect on the date of delivery and (ii) perform substantially as described in the accompanying documentation for a period equal to ninety (90) days following initial delivery to Distributor, and provided Distributor is not in breach of any of Licensee's obligations under this Agreement. Distributor acknowledges that (i) the Products may not satisfy all of Distributor's or any End-User's requirements and (ii) the use of the Products may not be uninterrupted or error-free. Distributor further acknowledges that (i) the prices and other charges contemplated under this Agreement are based on the limited warranty, disclaimer and limitation of liability specified in Sections 7, 8 and 9 and (ii) such charges would be substantially higher if any of these provisions were unenforceable.

Comment: Or delivery of the PAK??

b. Remedies. In case of breach of warranty or any other duty related to the quality of the Products, Teamwork will, at its option, correct or replace the defective Products. If Teamwork determines that a defective Products cannot be corrected or replaced within a reasonable period of time, Distributor may return the defective Products to Teamwork in exchange for a refund of (i) the price that Distributor actually paid to Teamwork for such Products, less depreciation based on a 5-year straight-line depreciation schedule, and (ii) a pro rata share of the 12-month maintenance fees that Distributor actually paid to Teamwork for the period that such Product was not usable.

c. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND SECTION 8, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY TEAMWORK OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, INFRINGEMENT, SATISFACTION OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY EXCLUDED AND DISCLAIMED.

8. INDEMNITY

a. Indemnity. If an action is brought against Distributor claiming that a Products infringes a copyright within the Territory, Teamwork will defend Distributor at Teamwork's expense and, subject to this Section and Section 9, pay the damages and costs finally

awarded against Distributor in the infringement action, but only if (i) the Distributor notifies Teamwork promptly upon learning that the claim might be asserted, (ii) Teamwork has sole control over the defense of the claim and any negotiation for its settlement or compromise and (iii) the Distributor takes no action that, in Teamwork's reasonable judgment, is contrary to Teamwork's interest.

b. Alternative Remedy. If a claim described in Paragraph 8(a) may be or has been asserted, Distributor will permit Teamwork, at Teamwork's option and expense, to (i) procure the right to continue using the Products, (ii) replace or modify the Products to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Products in exchange for a refund of the price that Distributor actually paid to Teamwork for such Products, less depreciation based on a 5-year straight-line depreciation schedule, and a pro rata share of the 12-month maintenance fees that Distributor actually paid to Teamwork for the then-current maintenance period of the Products.

c. Limitation. Teamwork will have no indemnity obligation to Distributor if the copyright infringement claim results from (i) a correction or modification of the Products not provided by Teamwork, (ii) the failure to promptly install an Enhancement that would have eliminated the actual or alleged infringement or (iii) the combination of the Products with other software not provided by Teamwork.

9. NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES WILL TEAMWORK OR ITS RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF DISTRIBUTOR OR END-USERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE PRODUCT, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH TEAMWORK MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO TEAMWORK BY DISTRIBUTOR FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE.

10. INFORMATION

a. Confidentiality. Distributor acknowledges that the Products incorporate confidential and proprietary information developed or acquired by or licensed to Teamwork (the "Confidential Information"). Distributor will take all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information, including (i) those taken by Distributor to protect its own confidential information and (ii) those which Teamwork may reasonably request from time to time. Distributor will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Products or other items of Confidential Information. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b. Ownership. All patents, copyrights, trade secrets and other proprietary rights in or related to the Products are and will remain the exclusive property of Teamwork or its licensors, whether or not specifically recognized or perfected under the laws of the Territory. Distributor will not take any action that jeopardizes Teamwork's or its licensors' proprietary rights or acquire any right in the Products or Confidential Information, except the limited rights specified in this Agreement. Teamwork owns all rights in any copy, translation, modification, adaptation or derivation of the Products or other items of Confidential Information, including any improvement or development thereof. At Teamwork's request, Distributor will obtain the execution of any instrument that may be appropriate to assign these rights to Teamwork or its licensor or perfect these rights in Teamwork's name.

c. Use. Distributor will use the Products and Confidential Information solely to perform its marketing and services activities pursuant to this Agreement. Distributor will not copy the Products or items of Confidential Information without Teamwork's prior approval. Distributor will not translate, modify, adapt, decompile, disassemble or reverse engineer the Products. Distributor will promptly notify Teamwork if Distributor intends to create any shell or supplemental computer programs that will be combined with the Products. At Teamwork's request, Distributor will provide Teamwork with the specifications, flow charts, source and object code and other documentation for such programs.

d. Disclosure. Distributor will not disclose, in whole or in part, the Products or any other item that Teamwork designates as confidential to any person, except to (i) End-Users as and to the extent contemplated under an executed Software License Agreement and (ii)

those of Distributor's employees who require access to perform its obligations under this Agreement.

e. Unauthorized Use or Disclosure.

Distributor acknowledges that any unauthorized use or disclosure of the Products or any other item of Confidential Information may cause irreparable damage to Teamwork or its licensors. If an unauthorized use or disclosure occurs, Distributor will promptly notify Teamwork and take, at Distributor's expense, all steps which are necessary to recover the Products or Confidential Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If Distributor fails to take these steps in a timely and adequate manner, Teamwork may take them in its own or Distributor's name and at Distributor's expense.

f. Limitation. Distributor will have no confidentiality obligation with respect to any portion of the Confidential Information that (i) Distributor independently knew or developed before receiving the Products or Confidential Information from Teamwork, (ii) Distributor lawfully obtained from a third party under no obligation of confidentiality or (iii) became available to the public other than as a result of an act or omission of Distributor or any of its employees or agents.

11. TERM AND TERMINATION

a. Term. This Agreement will become effective, as of the Effective Date first set forth above, upon its execution by Teamwork and Distributor. This Agreement will remain in effect thereafter for an initial term of three years, unless earlier terminated under Paragraph 11.b. Upon the expiration of the initial term, this Agreement shall continue until terminated under Section 11.d.

b. Termination for Cause. Either party will have just cause to terminate this Agreement, without judicial or administrative notice or resolution, immediately upon notice to the other party, if:

- (i) **Breach.** The other party or any of its employees breaches any obligation under this Agreement and such party fails to cure the breach to the notifying party's satisfaction within 30 days after it demands such cure.
- (ii) **Normal Business.** Either party ceases to conduct business in the normal course, is declared insolvent, undergoes any procedure for the suspension of payment or makes a general assignment for the benefit of creditors

or a petition for bankruptcy, reorganization, dissolution or liquidation is filed by or against it.

c. Termination upon Notice. Following the initial term, either party will have the right to terminate this Agreement, without alleging or establishing just cause as specified in Section 12(b) and without judicial notice or resolution, upon no less than 90 days' prior notice to the other party.

12. CONSEQUENCES OF TERMINATION

a. Termination Obligations. Upon the expiration or termination of this Agreement, all rights granted to Distributor hereunder will immediately cease, and Distributor will (i) promptly comply with the termination obligations specified below and (ii) otherwise cooperate with Teamwork to terminate relations in an orderly manner.

- (i) **Payments.** Distributor will pay Teamwork all due and outstanding amounts, as well as any amount that has not become due, the due date of which will be automatically accelerated to the date of expiration or termination of this Agreement.
- (ii) **Products.** Distributor will purge from its computer systems, storage media and other files and, at Teamwork's option, destroy or deliver to Teamwork or its designee all copies of Products and within Distributor's possession or control, including, but not limited to, the copy used under the Distributor License.
- (iii) **Materials.** Distributor will, at Teamwork's option, destroy or deliver to Teamwork or its designee all items within Distributor's possession or control that contain any Confidential Information, except as otherwise contemplated under Section 12.b.
- (iv) **Agreements.** Distributor will, at Teamwork's request, assign or perfect the assignment to Teamwork or its designee of all Software Agreements and notify these third persons of such assignment.
- (v) **Affidavit.** Distributor will deliver to Teamwork a notarized affidavit which

certifies that Distributor has complied with all of its termination obligations contemplated under this Agreement.

b. Service Agreements. Upon the expiration or termination of this Agreement, Distributor will, at Teamwork's request, assign to Teamwork or its designee, in whole or in part, the Maintenance Agreements then in effect with End-Users that Teamwork may designate. Teamwork will pay Distributor the accrued and unpaid charges under these assigned Maintenance Agreements, but only if Distributor certifies that (i) it has performed the services to which the charges relate and (ii) the unpaid charges are collectable from the End-User. Distributor will refund such payment to Teamwork or its designee if the End-User fails to pay these charges within 90 days after the assignment of the Maintenance Agreement. If Teamwork elects not to accept a full assignment of all Maintenance Agreements, Distributor may retain the items of Confidential Information that Teamwork deems appropriate for use exclusively in fulfilling Distributor's existing obligations under the unassigned Service Agreements. Upon fulfilling these obligations, Distributor will, at Teamwork's option, destroy or deliver such items to Teamwork or its designee.

c. Disclaimer. Upon the expiration of this Agreement or its termination in accordance with Section 12, Distributor will not be entitled under local law or otherwise to receive any payment from Teamwork, whether for actual, consequential, indirect, special or incidental damages, costs or expenses, whether foreseeable or unforeseeable (including, but not limited to, labor claims and loss of profits, investments or good will), any right to which Distributor hereby waives and disclaims.

d. Survival. The provisions of Sections 7, 8, 9, 10, 12, 14, 15, 17, 19, 24, 25 and 26 will survive the expiration or termination of this Agreement.

13. INSPECTION

During the term of this Agreement, Teamwork or its representatives may, upon prior notice to Distributor, inspect the agreements, business records, computer processors, equipment and facilities of Distributor during normal working hours to verify Distributor's compliance with this Agreement.

14. U.S. EXPORT RESTRICTIONS

Distributor acknowledges that the Products and all related technical information and materials may be subject to export controls under the U.S. Export Administration Regulations. Distributor will (i) comply strictly with all legal requirements established under these

controls, (ii) cooperate fully with Teamwork in any official or unofficial audit or inspection that relates to these controls and (iii) Distributor will not export or re-export any Product or related technical information, document or material or direct products thereof to any country outside of the United States of America, or to any national or resident thereof, without first obtaining all required export licenses from the U.S. Department of Commerce or other appropriate U.S. governmental agencies, and complying with all U.S. laws applicable to exports.

15. COMPLIANCE WITH LAWS

a. Local Compliance. Distributor will, at its expense, obtain and maintain the governmental authorizations, registrations and filings that may be required under the laws of the Territory to execute or perform this Agreement. Distributor will otherwise comply with all laws, regulations and other legal requirements within the Territory that apply to this Agreement, including tax legislation. Distributor will promptly notify Teamwork of any change in these laws, regulations or other legal requirements that may affect the importation of the Products or Distributor's performance of this Agreement.

b. Unlawful Payments. Distributor will not use any payment or other benefit derived from Teamwork to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting this Agreement, while knowing or having reason to know that any portion of this money, gift or thing will, directly or indirectly, be given, offered or promised to (i) an employee, officer or other person acting in an official capacity for any government or its instrumentalities or (ii) any political party, party official or candidate for political office.

c. Assurances. Distributor will provide Teamwork with the assurances and official documents that Teamwork periodically may request to verify Distributor's compliance with this Section.

16. INDEMNITY

Distributor will indemnify Teamwork against any damage, loss, liability or expense (including attorneys' fees) that Teamwork may incur (i) with respect to any negligent act or omission by, or willful misconduct of, Distributor's employees or agents or (ii) as a result of (a) any modification or amendment of the prescribed terms of the Software License Agreement that Teamwork did not specifically approve in writing, (b) any warranty, condition, representation, indemnity or guarantee granted by Distributor or provided by law in addition to or in lieu of the limited warranties specified in Section 7, (c) any

omission or inaccuracy in Distributor's advertisements and promotional materials that relate to the Products, (d) any modification of or addition to the Products not provided or approved by Teamwork or (e) Distributor's failure to comply with Section 14 or Section 15. This Section will not be construed to limit or exclude any other claims or remedies which Teamwork may assert under this Agreement or by law.

17. INDEPENDENT PARTIES

Distributor and Teamwork are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party. Except as otherwise provided in this Agreement, neither party will either have nor represent itself to have any authority to bind the other party or act on its behalf.

18. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. These causes will not excuse Distributor from paying accrued amounts due to Teamwork through any available lawful means acceptable to Teamwork.

19. NOTICES

Any notice, approval or other communication required or permitted under this Agreement will be given in writing and will be sent by facsimile transmission, overnight courier or registered airmail, postage prepaid, to the address specified below or to any other address that may be designated by prior notice. Any notice or other communication delivered by facsimile transmission or overnight courier (with confirmation of receipt) will be deemed to have been received the 1st day after it is sent. Any notice or other communication will be deemed to have been received on the 7th day after its date of posting.

If to Teamwork:
Teamwork Solutions, Inc.
Suite 210
1800 McKenzie Drive
Columbus, Ohio 43220
Attn: Scott Good, President
Telephone: (614)-457-7100
Fax: (614)-457-8200

With a Copy to:
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street

Columbus, Ohio 43215
Attn: Anker M. Bell, Esq.
Telephone: (614) 464-5652
Fax: (614) 719-4623

If to Distributor:

Attn: _____
Telex: _____
Fax: _____

20. ASSIGNMENT

Distributor may not assign, delegate, sub-contract or otherwise transfer this Agreement or any of its rights or obligations without Teamwork's prior written approval. Any attempt to do so without Teamwork's prior written approval will be void and of no effect. Teamwork may assign this Agreement or any of its rights or obligations, upon notice to Distributor, (i) to a related company without Distributor's consent or (ii) to an unrelated company pursuant to a sale, merger or other consolidation of Teamwork or any of its operating divisions. Teamwork may also assign its rights to receive payment hereunder to any party.

21. WAIVER, AMENDMENT, MODIFICATION

Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought.

22. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Teamwork deems the unenforceable provision to be essential to this Agreement, in which case Teamwork may terminate this Agreement, effective immediately upon notice to Distributor.

23. INTERPRETATION

The terms that are defined in this Agreement may be used in the singular or the plural, as the context requires. "days" means calendar days, unless otherwise specified. "Person" means an individual, partnership, company, corporation or other legal entity, as the context requires. "Agreement" means this Agreement and all of its Exhibits. "Including" means "including without limitation," unless otherwise specified. Headings are intended only for reference purposes.

24. ARBITRATION

a. General. Except as contemplated under Paragraph 24(d), any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, will be finally settled by compulsory arbitration in accordance with the then Commercial Rules of the American Arbitration Association (“AAA”), as modified or supplemented under this Section 24.

b. Proceeding. To initiate arbitration, either party will file the appropriate notice to the AAA in Ohio. The arbitration proceeding will take place in Columbus, Ohio. The arbitration panel will consist of 3 arbitrators appointed by the parties from a roster of information technology experts provided by the AAA. Any communication between a party and any arbitrator will be directed to the AAA for transmittal to the arbitrator. The arbitration panel will conduct its proceedings during a period not to exceed 90 calendar days commencing as of the date the last arbitrator is appointed.

c. Award. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award will (i) be granted and paid in U.S. dollars exclusive of any tax, deduction or offset and (ii) include interest from the date that the award is rendered until it is fully paid, computed at the then-current prime rate. Either party may enter judgment upon the arbitral award in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

d. Legal Actions. Nothing in this Section will prevent either party from seeking interim injunctive relief against the other party in the courts having jurisdiction over the other party.

25. GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with the laws of the State of Ohio, U.S.A., excluding its conflict of law principles. Teamwork and Distributor exclude the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction between them that may be implemented in connection with this Agreement.

26. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the complete and entire statement of all terms, conditions and representations of the agreement between Teamwork and Distributor with respect to its subject matter.

IN WITNESS WHEREOF, Teamwork and Distributor cause this Agreement to be executed by their duly authorized representatives identified below.

TEAMWORK SOLUTIONS, INC.
(“Teamwork”)

By: _____

Name: J. Scott Good

Title: President

(“Distributor”)

By: _____

Name: _____

Title: _____