SoftSearch®
specialty software for business

www.softsearch.com

2755 Cooperative Way #104, Vancouver, BC V5M 4S4
604.681.0516 1.800.667.6503 fax: 604.681.0916

Software Distribution Agreement

This agreement is made and entered into on _____ by and between **SoftSearch Inc**., (the "Distributor") and _____ (the "Supplier").

1. License

The Supplier grants the Distributor a right and license to distribute the Supplier's software Products over the Internet and in all countries in the world (except countries to which export or re-export of any Product is prohibited by Canadian law or the laws of the country in which the Supplier's company is registered), subject to the terms of this Agreement.

Supplier confirms that it has all rights, title, and interest in the Product or has obtained the right to grant the licenses as set forth in this agreement.

2. Distribution

- When the Distributor places an order with the Supplier, the Supplier will have the Product ready for delivery within 24 hours (1 business day). For web based products, supplier will enable access to the product for the client within 24 hours.
- The Supplier will provide support to the End Users of the Software. Supplier will provide any additional technical information, current maintenance documentation or phone assistance that may be necessary to enable the Distributor to effectively distribute the Product.
- Supplier shall provide Distributor with up-to-date descriptions and technical details regarding each of the Supplier's Products necessary to help End Users make a purchase decision. As new releases, updates or revisions of the Software are introduced by the Supplier, the Supplier shall provide complete updated details. Direct additions and updates via the Distributor's website or delivery in other computer readable form such as Email attachment is preferred.
- Supplier shall promptly notify the Distributor of any of the Supplier's Products that have been discontinued and are no longer available for sale.

3. Payments

The Supplier will sell the Products to the Distributor at a discount of _____% off regular retail/suggested list price or as specified in attached price schedule.

The Supplier will pay the Distributor a percentage equal to half of that specified above for any customization fees received from the client, for a period of twelve months from the date of the client's first purchase. Within 15 days of receiving a payment from the client, the Supplier will forward these monies to the Distributor.

The Distributor will pay the Supplier on Net 30 terms for any purchases of the Supplier's Products by the Distributor.

The Supplier will provide the Distributor a refund for Products returned to the Supplier within 30 days. If the Distributor has a balance owing to the Supplier, the refund will first be applied to the balance owing.

Distributor will pay or require its End User customers to pay, all applicable taxes.

4. Webhosted Software as a Service Sales Commission

The Sales Commission will be ___% of the total value of sales by the Distributor.

Sales commissions apply to the total value of purchases by the client for the lifetime of the client with the Supplier. Within 15 days of receiving a payment from the client, the Supplier will forward the sales commission to SoftSearch.

5. Finders Fee for Sales Leads Passed Directly to Supplier

The Finder's Fee will be ____% of the total value of sales by the Supplier to the client referred by the Distributor.

In the case that a sales lead provided by the Distributor is for a client that the Supplier is already supplying that product to, the Supplier must provide evidence in the form of an invoice to the Distributor within 2 working days. If the lead is for products or services other than those that the client is already obtaining from the Supplier, a finder's fee of ___% will apply.

A sales lead will contain contact information of potential clients who have expressed to the Distributor an interest in purchasing products and services that the Supplier provides, and emailed to the email address identified below.

Finder's Fees apply to the total value of purchases by the client for a period twelve months from the date of the client's referral and subsequent first purchase. Within 15 days of receiving a payment from the client, the Supplier will forward the finder's fee to the Distributor.

For any sales leads, lead status reports will be sent by the Supplier to the Distributor each month.

6. Supplier's Refund Policy

Both the Distributor and the Supplier agree to promptly honor any bona fide refund requests received from the End User according to the terms of the Supplier's Refund Policy identified here:

_____

_____

7. Defective Products

The Distributor may return all defective products to the Supplier for full replacement by the Supplier without cost. The Supplier will pay the applicable shipping costs.

If a replacement for the defective product is not available from the Supplier, then the Supplier will fully refund all monies paid by the Distributor with respect to the defective product(s).

8. Confidentiality

Each party acknowledges and agrees that any information relating to the other party's business which is not generally known to the public is confidential and proprietary information. Neither party will disclose the Confidential Information to third parties without prior written agreement.

9. Supplier Trademarks

The Distributor acknowledges that the Supplier Trademarks are trademarks and/or service marks owned solely and exclusively by the Supplier, and agrees to use the Supplier Trademarks only in selling, advertising and promotional materials relating to the distribution of the Product.

10. Indemnification

Each party will indemnify and hold the other harmless from any liabilities, damages, and expenses of any nature, arising out of any acts or omissions of the Indemnifying Party. The party claiming right of indemnification shall promptly notify the other party (the "Indemnifying Party") in writing of the claim and shall allow the Indemnifying Party to control the defense and all related settlement negotiations.

11. Limitation of Liability

Both parties' liability will be limited to direct damages and, except as provided above, this liability will not exceed the amounts paid by Distributor to Supplier. In no event will either party be liable for incidental, special, or consequential damages (including lost profits) suffered by the other party.

12. Term and Termination

This Agreement will continue in effect unless terminated by either party on sixty (60) days written notice.
The Distributor will continue to be paid finders fee commissions on revenue generated as a result of Distributor's referrals for all sales leads passed to the Supplier by the Distributor prior to the effective termination date (60 days after written notice).

13. General Provisions

- Neither party will assign this Agreement or rights without the prior written consent of the other, which will not be unreasonably withheld; provided, however, that either party may assign this Agreement to an entity which is an affiliate or which succeeds by operation of law to, or otherwise acquires substantially all of its assets, or into which the party is merged, and which assumes the party's obligations.
- All notices will be in writing and will be served at the address of the receiving party.
- This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia, Canada.
- Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Except as provided in this Agreement, neither party will have the right, power, or authority to act or to create any obligation on behalf of the other.
- If any term in this agreement is determined by the courts to not be legally binding, the balance of this agreement will remain intact.
- The indemnification and confidentiality obligations in the Agreement will survive the termination of this Agreement.
- The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supercedes all previous communications. No representations or statements which are not expressly stated herein will be binding on such party.
- This agreement may be amended from time to time by mutual consent in writing and signed by both parties.

Agreed by SoftSearch Inc.:

2755 Cooperative Way, #104
Vancouver, BC, Canada V5M 4S4
604-681-0516 / 1-800-667-6503
Fax: 604-681-0916
Email: publishers@softsearch.com

By: _____
[Signature]

_____
[Name of Authorized Representative]

Date: _____

Agreed by: _____
[Supplier]

Address: _____
_____

Phone: _____
Fax: _____
Email: _____

By: _____
[Signature]

_____
[Name of Authorized Representative]

Date: _____

SoftSearch Office Use Only:	Agreement Entered: ❑	Date: