

VAR AUTHORIZATION AGREEMENT

This Agreement is between appStrategy Inc., by and through ("COMPANY") and the Partner named above ("Partner") and establishes the terms and conditions for Partner's participation in the appCompass Partner Program (the "Program"). Under the Program, appStrategy will provide marketing and promotional support to Partner as specified in this Agreement related to Partner's purchase and license of appCompass products for resale.

1. Partner Qualification

In order to ensure adequate technical and marketing support to end users, eligibility to use and/or resell appCompass products is subject to meeting authorization requirements as described in the Program Materials. These Program Materials contain a detailed description of the benefits to a Partner of as well as the requirements of a Partner under this program.

2. Relationships

2.1. Partner is an independent contractor engaged in using appCompass products for its customers' projects and for optionally reselling appCompass products to its customers. Partner is not an agent or legal representative of appStrategy for any purpose, and has no authority to act for, bind or commit appStrategy.

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

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

3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by Partner and appStrategy. 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. appStrategy or Partner 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. appStrategy may, from time to time, give Partner 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.

3.4. Upon expiration, non-renewal or termination of this Agreement, all interests in accrued marketing funds (if any) will automatically lapse.

4. Partner Programs

4.1. appStrategy Partner program will contain various participation levels. appStrategy will invite Partner from time to time to participate in the co-operative advertising, market development and promotional programs offered by appStrategy as defined in the Program Materials. Partner may, at its option, participate in such programs during the term of this Agreement. appStrategy reserves the right to terminate or modify such programs at any time at its sole discretion.

4.2. Partner shall exert best efforts to market appCompass products, and is able to use promotional materials supplied by appStrategy.

4.3. As defined in the Program Materials, Partner shall have sufficient technical knowledge of the appCompass products in general, and will have access to appropriate appStrategy sales and technical training.

4.4. appStrategy Inc. does not represent that it will continue to manufacture any particular item or model of product indefinitely or even for any specific period. appStrategy specifically reserves the right to modify any of the specifications or characteristics of its products, to remove any product from the market, and/or to cease manufacturing or supporting a particular item.

4.5. Partner is expected and encouraged to advertise and promote the sales of appStrategy products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. appStrategy must approve all original materials that use appStrategy name or trademarks (aside from modifying existing appStrategy supplied template materials). appStrategy will assist Partner in advertising and promoting appStrategy products in accordance with appStrategy policy.

5. Limitation of Liability

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

6. Use of appStrategy Inc. Trademarks

6.1. Partner acknowledges the following:

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

6.1.b. appStrategy is the owner of certain other trademarks and trade names used in connection with certain product lines and software.

6.1.c. Partner will acquire no interest in any such trademarks or trade names by virtue of this Agreement, its activities under it, or any relationship with appStrategy.

6.2. During the term of this Agreement, Partner may indicate to the trade and to the public that it is an Authorized Partner of the appCompass products. Partner may also use the appStrategy trademarks and trade names to promote and solicit sales or licensing of appStrategy products if done so in strict accordance with appStrategy guidelines. Partner will not adopt or use such trademarks or trade names, or any confusingly word or symbol, as part of its company name or allow such marks or names to be used by others.

6.3. At the expiration or termination of this Agreement, Partner shall immediately discontinue any use of the appCompass and appStrategy names or trademarks or any other combination of words, designs, trademarks or trade names that would indicate that it is or was a Partner of the appStrategy products.

7. Product Warranty

7.1. The warranty terms and conditions will be as specified in the appCompass Standard Terms and Conditions of Sale.

7.2. appStrategy'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

The software license terms will be specified in appCompass Standard Terms and Conditions of Sale and any Software Maintenance Agreement entered into by the parties.

9. Proprietary Information

9.1 appStrategy and Partner 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 three (3) 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 appStrategy. Partner shall not have any right to manufacture appStrategy products.

10. Export Controls

Regardless of any disclosure made by Partner to appStrategy or Distributor of an ultimate destination of appStrategy products, Partner shall not export, either directly or indirectly, any documentation, appStrategy products, or system incorporating such appStrategy products.

11. Compliance with Laws

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

12. Government Contract Conditions

In the event that Partner elects to sell appStrategy products or services to the U.S. Government, Partner does so solely at its own option and risk, and agrees not to obligate appStrategy as a subcontractor or otherwise to the U.S. Government. Partner remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. appStrategy 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

Notices under this Agreement must be sent by telegram, telecopy, registered or certified mail, or e-mail if receipt of e-mail is acknowledged to the appropriate party at its location 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. Massachusetts law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". appStrategy Inc and Partner 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.