

GLENDALE COMPUTER SERVICES CORPORATION
Independent Reseller Agreement

This Agreement ("Agreement") is made this ____ day of _____ by and between Glendale Computer Services Corp, having principal offices at 209 N Verdugo Rd, Glendale, Ca, 91206 ("COMPANY") and _____ having principal offices at _____ ("RESELLER").

Whereas COMPANY desires to appoint RESELLER as a nonexclusive independent Reseller of the following products:

Entire product line as it exists at the time of this agreement.

each of which is comprised of computer programs, user manual, and associated documentation and literature, and other similar products which may be created and developed by COMPANY from time to time (hereinafter collectively referred to as "PRODUCTS"); and

Whereas RESELLER desires to act as a nonexclusive independent Reseller for the Products in accordance with the terms of this Agreement;

Now, Therefore, COMPANY and RESELLER agree as follows:

1. License

- A. COMPANY hereby appoints RESELLER as a nonexclusive Reseller and grants to RESELLER nonexclusive marketing and sales rights to the products. RESELLER hereby accepts such appointment from COMPANY. Under the terms of this Agreement, RESELLER has the right to license Products to customers, who are defined as "End Users" of products. RESELLER recognizes and agrees that COMPANY and other nonexclusive Resellers and distributors of COMPANY'S Products, may compete with RESELLER in marketing and selling Products licensed hereunder. RESELLER further understands and agrees that COMPANY is the sole and exclusive owner of all copyright, trade dress, symbols and applicable trademarks for the products and that RESELLER is not authorized to remove, obliterate, obscure, or conceal in any way COMPANY'S name from the products. RESELLER further agrees that all components of Products licensed, marketed, or handled by RESELLER shall clearly identify COMPANY as the owner of the copyrights and all rights related thereto.
Reseller shall not at any time during this Agreement or after the termination use or incorporate the COMPANY' s name or the word Glendale Computer Services Corp, GCS Health or other brand names owned by company in any name used by the RESELLER for it's business, including but not limited to telephone directory listings, Internet web sites, Internet domain names or other Internet services, business cards, stationery, and promotional items. RESELLER shall not engage in any activity designed to identify the independent Reseller as being COMPANY.

- B. RESELLER is not authorized to manufacture, produce, reproduce, duplicate, or copy the operating manuals or program for Products, and RESELLER expressly agrees not to manufacture customer packages for Products or components thereof. RESELLER further agrees not to rename any of the products or replace the COMPANY'S user manual or any components of the product with RESELLER' s components. RESELLER expressly agrees that each Product or component thereof licensed, marketed, or handled by RESELLER shall be an original COMPANY product or component thereof produced by COMPANY.
- C. The rights granted to RESELLER under this Agreement do not include the right to rent products to customer. RESELLER agrees that it desires to act as a RESELLER for the purpose of licensing Products through retail sales of individual software products to customers.

2. License Fee for Reseller.

RESELLER agrees upon the execution of this Agreement to purchase Products from COMPANY at established RESELLER prices, which may change from time to time. The cost to be a preferred Reseller will be as agreed between the parties at the time of the execution of the Reseller Agreement and will subsequently include any annual charges currently existing or as may be charged in the future in COMPANY' s sole discretion. COMPANY will provide products to the RESELLER based upon the then-current price for products. RESELLER acknowledges and agrees that COMPANY has the right to change prices on all Products offered.

3. Technical Assistance.

Company agrees to supply to RESELLER technical assistance, which is, in COMPANY' s opinion, reasonably necessary in connection with this Agreement. RESELLER should render technical assistance, which is reasonably required by RESELLER' s customers who are End Users of Products. Company may offer technical service directly for a free or otherwise to End-Users of any Product.

4. Updates and New Versions of Products.

COMPANY will make available to RESELLER any and all updates, new version of products and additions and improvements thereto under the prevailing pricing policy as they become ready for market, provided that RESELLER is in good standing.

5. Customer Licensing Agreement.

RESELLER understands and agrees that COMPANY is the sole and exclusive owner of the copyright in the products and that there is a need for maintaining the confidentiality of the Products. RESELLER agrees that all sales of customer packages by RESELLER shall include the "Product Serial Number", a copy of which is included with each customer package.

6. Sales Promotion. RESELLER agrees to:

- A. Use best efforts to promote and market the Products in a manner consistent with high quality, good taste, and enhancement of the image of RESELLER, COMPANY, and the Products.
- B. NOT DUPLICATE, COPY, REPRODUCE IN ANY MANNER, MODIFY, ENHANCE, OR TRANSLATE INTO OTHER COMPUTER LANGUAGE, THE PRODUCT (S) FOR ANY PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT.
- C. Make no representation, warranties, or guarantees concerning the Products to anyone, except in strict compliance with the terms of this agreement and the " Limited Warranty" accompanying each product.

- D. Insure that each End User is a registered user as defined herein.
- E. Offer Product update for End Users that, from time to time, be provided to RESELLER by COMPANY.
- F. Not offer or attempt to make any modifications, however slight, to the Products without the prior written permission of COMPANY.
- G. Not represent RESELLER as an agent or representative of COMPANY, except as an independent RESELLER, and make no contracts, agreement or warranties that bind or affect COMPANY or the Products. RESELLER hereby agrees to and does indemnify and hold COMPANY harmless from any and all suits, claims, damages, attorneys fees or costs incurred by COMPANY for any unauthorized act of RESELLER or any act or omission in violation of this Agreement.

7. Assignment.

This Agreement may not be assigned or transferred in any way by RESELLER without the prior written consent COMPANY. COMPANY may assign or transfer this Agreement without prior written consent of RESELLER.

8. Term of Agreement.

- A. This Agreement shall remain in force for an indefinite term, provided, however, that it may be terminated at any time by mutual consent of the parties or by either party, upon thirty (30) days prior written notice to the other party.
- B. COMPANY shall have the right to immediately terminate this Agreement in the event that RESELLER breaches any of the terms or conditions of this Agreement.

9. Indemnification.

RESELLER agrees to indemnify and hold harmless COMPANY from all across, damages, and liability claimed against COMPANY based upon any misrepresentations, agreements, errors, omission or acts of RESELLER or any of RESELLER'S employees or agents as to the Products of COMPANY.

10. Disclaimer of Warranty.

- A. COMPANY makes no warranties with respect to the Products, except for any "Limited Warranty" that COMPANY may at it's option provide for an End User customer. These Products are licensed "AS IS". COMPANY HEREBY DISCLAIMS TO RESELLER ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. The sole obligation of COMPANY shall be to make available corrections to error in the computer programs for Products and all published modification and updates made by COMPANY to the Products during the terms of this agreement.

11. No Liability.

In no event will COMPANY be liable for damage to RESELLER even if COMPANY has been advised of the possibility of such damages.

12. General Terms and Conditions.

- A. The term "Agreement" as used herein shall include any future written amendments or modifications made in accordance herewith.
- B. If any of the provisions or portions of it's Agreement are invalid under applicable statute or rule of law, such provision or portions are to that extent deemed omitted.
- C. No waiver of any breach of this Agreement shall be deemed to be a waiver of any subsequent breach.
- D. RESELLER agrees to be bound by the terms and conditions of this Agreement.
- E. This Agreement is the complete agreement between the parties and supersedes all prior agreement, written or oral, between the parties.
- F. All modifications to this Agreement must be in writing and signed by both parties.
- G. This Agreement shall be construed according to the law of the State of California and the sole and exclusive venue for any legal action shall be Los Angeles, California

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY

RESELLER

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Address _____

Telephone _____