

for any compromise made without its consent. Upon notice of an alleged infringement or if in ProForce's opinion claim is likely, ProForce shall have the right, at its option, to obtain the right to continue distribution of Software Product, substitute other computer software with similar operating capabilities, or modify the Software Product so that it is no longer infringing. In the event that none of the above options are reasonably available in ProForce's opinion, Reseller's sole and exclusive remedy shall be to terminate this Agreement, to cease using and to return to ProForce all copies of the Software Product, and to obtain from ProForce a refund of the fee paid by Reseller for such inventory.

(c) *Limitations and Disclaimer.* EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, PROFORCE MAKES NO OTHER WARRANTIES RELATING TO THE SOFTWARE PRODUCTS OR DEMONSTRATION PACKAGES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE SOFTWARE PRODUCTS OTHER THAN AS PROVIDED IN THIS SECTION AND IN THE END-USER LICENSE AGREEMENT. RESELLER SHALL MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF ADOBE.

(d) *Indemnity.* Reseller shall indemnify and hold ProForce harmless from any claims/damages (inclusive of ProForce's attorneys' fees) made against ProForce as a result of negligence, misrepresentation, error, or omission on the part of Reseller or its representatives. Reseller shall be solely responsible for any claims, warranties, or representations made by Reseller or Reseller's employees or agents that differ from the warranty provided by ProForce in its End-User License Agreement.

11. Termination.

(a) *Without Cause.* This Agreement may be terminated at any time by either party without cause upon thirty (30) days prior written notice.

(b) *With Cause.* (i) ProForce may terminate this Agreement upon (10) days written notice of a material breach of this Agreement if such breach is not cured within such (10) day period. (ii) Notwithstanding the above, ProForce may terminate this Agreement immediately, upon written notice, for breach of Paragraphs 3 ("Reseller Rights and Restrictions"), 8 ("License to Use the any ProForce Trademark: Nongeneric Advertising"), or 9 ("Ownership of Proprietary Rights and Nondisclosure"). (iii) may immediately terminate this Agreement after ProForce gives written notice if Reseller shall become insolvent or fail to pay as they arise or upon any proceeding being commenced by or against Reseller under any law providing relief to Reseller as debtor.

(c) *Rights Upon Termination.* Upon termination of this Agreement: (i) Reseller will no longer be an ProForce Authorized Reseller. (ii) Reseller shall immediately cease using the Trademarks and discontinue all representations that it is an ProForce Authorized Reseller. (iii) ProForce shall be entitled to (1) reject all or part of any orders received from Reseller after notice but prior to the effective date of termination and/or (2) require Reseller's performance of any outstanding orders notwithstanding the fact that delivery dates for such orders may extend beyond the effective date of termination. Notwithstanding any credit terms made available to Reseller prior to that time, any Software Products shipped during said period shall be paid for in full by certified or cashier's check prior to shipment. (iv) Upon termination of this Agreement: (A) Reseller shall submit to ProForce within ten (10) days after the effective date of termination a summary of the number of the respective Software Products owned by Reseller as of the effective date of the termination. ProForce may, at its option, repurchase any or all of such Software Products from Reseller upon written notice of its intention to do so within a reasonable period after receiving the inventory summary, or at any time during the sixty (60) day period described in this Paragraph 11(c) ("Rights Upon Termination"), at prices to be agreed upon between the parties, but in no event greater than the respective prices paid by Reseller for such Software Products. After ProForce's receipt of the Software Products from Reseller, ProForce will issue an appropriate credit to Reseller's account and refund any amount greater than the outstanding balance due. (B) The payment date of all monies due ProForce shall automatically be accelerated so that they shall become due and payable on the effective date of termination, even if longer terms had been provided previously. (C) If ProForce chooses not to exercise its rights to repurchase Reseller's inventory, Reseller shall have sixty (60) days from the effective date of termination to distribute its inventory pursuant to the terms and conditions of this Agreement.

12. Consequential Damages Waiver.

PROFORCE WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF PROFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Limitation of Liability.

Notwithstanding any other provisions of this Agreement, ProForce's liability to Reseller under this Agreement shall be limited to the lesser of \$10,000 or 50% of the total payment made by Reseller to ProForce pursuant to this Agreement in the most recent full calendar year.

14. Miscellaneous.

(a) *Notices.* Any notices permitted or required under this Agreement shall be in writing, and shall be delivered in person or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. If notice is sent to ProForce, it shall be sent to the attention of Corporate Counsel.

(b) *Assignment.* This Agreement may not be assigned by Reseller without the prior written approval of ProForce. For the purposes of this section, a change in the persons or entities who control 50% or more of the equity securities or voting interest of Reseller shall be considered an assignment of Reseller's rights. ProForce's rights and obligations in whole or in part, under this Agreement may be assigned by ProForce.

(c) *Waiver.* The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

(d) *Severability.* In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

(e) *Injunctive Relief.* It is expressly agreed that a violation of Paragraphs 3 ("Reseller Rights and Restrictions"), 8 ("License to Use any ProForce Trademark: Nongeneric Advertising"), or 9 ("Ownership of Proprietary Rights and Nondisclosure") of this Agreement will cause irreparable harm to ProForce and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, ProForce will be entitled to an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

(f) *Controlling Law.* This Agreement shall be governed in all respects by the laws of the State of Minnesota as such laws are applied to agreements entered into and to be performed entirely within Minnesota between Minnesota residents.

(g) *No Agency.* Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

(h) *Address Change.* The addition to or change in the Shipping Address from the address first set forth above shall require the prior written approval of ProForce.

(i) *Forum.* All disputes arising under this Agreement shall be brought in Superior Court of the State of Minnesota in Hennepin County or the Federal District Court of Minnesota as permitted by law.

(j) *Counterparts.* This Agreement may be signed in two counterparts, which together shall form a single agreement as if both parties had executed the same document.

(k) *Entire Agreement.* This Agreement completely and exclusively states the Agreement of the parties regarding its subject matter it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment or appendix signed on behalf of ProForce and Reseller by their duly authorized representative, and any provision of a purchase order purporting to supplement or vary the provisions hereof shall be void.

(l) *Warranty.* RESELLER WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS AGREEMENT, AND THE PERSON SIGNING THIS AGREEMENT ON THE RESELLER'S BEHALF HAS BEEN DULY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT. RESELLER FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

RESELLER:

Signature: _____

Print Name/Title: _____

Date: _____

PROFORCE SOFTWARE CORPORATION:

Signature: _____

Print Name/Title: _____

Date: _____

Reseller Profile

Business/Store Name

Reseller Certificate Number: (Attach Copy of Valid Reseller Certificate)

DBA or AKA Name (if applicable)

Contact Person

Title

Mailing Address/P.O. Box

Shipping Address

ZIP/Postal Code

City

State

Telephone ()

Fax ()

Please list on the *Business Location* form(s) all branches that will be selling ProForce Software Products.

Business Description and Support Information

Type of business (check one)

- Independent Computer Store
- Chain Outlet (Company-Owned)
- Chain Outlet (Franchised)
- Consultant
- Software-Only Store
- Value-Added Reseller (VAR)
- Mail-Order/Catalog
- Service Bureau
- Other (Please Specify) _____

What type of hardware do you sell? (check all that apply)

- Apple
 - Macintosh
 - Power Macintosh
 - Apple II
- IBM®
- Compaq®
- Sun™
- Other PC Compatibles
- Other Systems _____

What type of output devices does your dealership sell? (check all that apply)

- Apple Printers
- HP Printers
- Other PostScript® Language Printers
- Other Laser Printers
- Dot Matrix Printers
- Color or Grayscale Printers
- Film Output Devices
- Typesetters

Major customer category (check all that apply)

- Fortune 2000/Corporate
- Small Business/Professional
- Programmer/Hobbyist
- Educational
- Government
- Other (Please Specify) _____

What type of software do you sell? (check all that apply)

- | | Mac | Windows® |
|--|--------------------------|--------------------------|
| <input type="checkbox"/> Word Processing | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Page Layout | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Clip Art | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Fonts | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Presentation Graphics | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> High-End Graphics (Drawing, Photo Manipulation, etc.) | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Utilities | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Other | <input type="checkbox"/> | <input type="checkbox"/> |

What other peripherals does your dealership sell? (check all that apply)

- CD-ROM Drives
- Digital Photography Equipment
- Black-and-White Monitors
- Color Monitors
- Scanners

To submit your application, please send your completed *ProForce Software Products Authorized Reseller Agreement* and *Business Location* forms in the envelope provided and mail to

PROFORCE SOFTWARE CORPORATION
9912 Stevens Avenue South
Minneapolis, Minnesota 55420-4931 USA
Attention: Reseller Authorization Program

Business Location

List all locations to be authorized:

1

Store Name	DBA	Telephone ()
Mailing Address/P.O. Box	Shipping Address	
City	State	ZIP/Postal Code
Store Manager	Sales Manager	
Purchase Manager	Training Manager	
Key Desktop Publishing Representative(s)		

2

Store Name	DBA	Telephone ()
Mailing Address/P.O. Box	Shipping Address	
City	State	ZIP/Postal Code
Store Manager	Sales Manager	
Purchase Manager	Training Manager	
Key Desktop Publishing Representative(s)		

3

Store Name	DBA	Telephone ()
Mailing Address/P.O. Box	Shipping Address	
City	State	ZIP/Postal Code
Store Manager	Sales Manager	
Purchase Manager	Training Manager	
Key Desktop Publishing Representative(s)		

4

Store Name	DBA	Telephone ()
Mailing Address/P.O. Box	Shipping Address	
City	State	ZIP/Postal Code
Store Manager	Sales Manager	
Purchase Manager	Training Manager	
Key Desktop Publishing Representative(s)		

5

Store Name	DBA	Telephone ()
Mailing Address/P.O. Box	Shipping Address	
City	State	ZIP/Postal Code
Store Manager	Sales Manager	
Purchase Manager	Training Manager	
Key Desktop Publishing Representative(s)		