

# Elfring Fonts Inc.

## Software Reseller Agreement

This Reseller Agreement ("Agreement") is made and effective this \_\_\_\_\_, 2012, by and between Elfring Fonts, Inc. ("Developer") and \_\_\_\_\_ ("Reseller").

Developer has developed certain software ("Software") which it markets directly to end users and also markets through intermediaries such as Reseller.

Reseller is in the business of remarketing existing software and technology products to end users. Reseller shall not purchase Software for Reseller's own use, or for resale to a sister company having the same effect.

Reseller desires to remarket the products, all pursuant to this Agreement.

NOW THEREFORE, it is agreed:

### **1. Nonexclusive Appointment.**

Upon acceptance of this Agreement by Developer, Reseller is hereby appointed a nonexclusive reseller of the Software pursuant to this Agreement. Reseller accepts such appointment and agrees to serve as a reseller of the Products to end users as provided herein. This Agreement is not exclusive to Reseller, and Developer reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market and distribute the Software and value added versions thereof anywhere in the world.

### **2. Commission Structure.**

Commission structure, for the Software is set forth on Exhibit A and is subject to change at any time, to take effect following at least ten (10) days prior notice by Developer. Commission structure can not be changed for Software sold and delivered prior to receipt of the change notice.

### **3. Product Changes.**

Developer has the right to modify, alter, amend or delete from the Software at any time at its discretion. Reseller may not alter, merge, modify, or adapt Software in any way including reverse engineering, disassembling or decompiling. Unauthorized reproduction or distribution of Software, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. In the United States, this type of violation will result in a minimum of a felony charge with a fine of up to \$100,000 and up to 5 years imprisonment.

### **4. Confidentiality.**

In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party relating to software computer programs, object code, source code, marketing plans, business plans, financial information, specifications, flow charts and other data ("Confidential Information"). All Confidential Information supplied by one party to another pursuant to this Agreement shall remain the exclusive property of the disclosing party. The receiving party shall use such Confidential

Information only for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information or any part thereof to any third party. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the a receiving party or rightly received by a receiving party from a third party; or (iii) is independently developed by or a the receiving party.

#### **5. Relationship of the Parties.**

It is expressly understood and agreed that the relationship between the parties is solely that of "seller" and "Reseller". Reseller is not, and shall not be, a partner, agent, representative or joint venture of Developer. Reseller has no authority to assume or create any obligation for or on behalf of Developer, express or implied with respect to the Software or otherwise.

#### **6. Developer's Marks.**

A. Developer hereby grants to Reseller a limited, nonexclusive right to use Developer's regular trade names, trademarks, titles and logos (the "Licensed Marks") in the advertising, promotion and sale of the Software. Reseller shall not make or permit alteration or removal of tags, labels, or identifying marks placed by Developer on or within the software program of any product. Reseller will not use Developer's trade names or abbreviations (with the exception of a logo or mark or graphic design provided by Developer which indicates Reseller is an authorized reseller of Developer) in Reseller's corporate title, or name or in any way that might result in confusion as to separate and distinct identities of Developer and Reseller. Upon the expiration or earlier termination of this Agreement, the license granted to Reseller in the Licensed Marks shall immediately terminate and Reseller shall immediately cease and desist all use of the Licensed Marks.

B. Reseller recognizes and acknowledges Developer's ownership and title to the Licensed Marks and the goodwill related thereto and agrees that any goodwill which accrues because of Reseller's use of such marks shall become the property of Developer. Reseller further agrees not to contest or take any action in opposition to any trademark, service mark, trade name or logo of Developer or to use, employ or attempt to register any mark or trade name which is similar to any mark or name of Developer.

#### **7. Term and Termination.**

A. This Agreement shall become effective on the date it is signed by Developer. Thereafter this Agreement shall continue until a party shall give notice to the other party of its desire to terminate this Agreement upon at least thirty (30) days prior written notice

B Despite the above paragraph, we may immediately terminate the Agreement in relation to any or all Products and Services provided by us to you if:

- If you are more than 45 days late in payment for any purchase order for our Software; or
- In our sole discretion we deem that you are in breach of this Agreement and have not remedied such breach within 10 days of being notified of such breach by us; or
- If a receiver, provisional liquidator, administrator or other like person is appointed over any of your undertakings or assets or if you enter into arrangement with any

of your creditors or any class of your creditors or you become insolvent or otherwise are unable to pay your debts when they fall due.

**8. Notices.**

Any notice required by this Agreement or given in connection with it, may be sent in email (return confirmation required), in writing (by U.S. mail, postage prepaid, or recognized overnight delivery services), or by fax.

If to Developer:

If to Reseller:

*Contact:* \_\_\_\_\_

**Reseller Program**

*Company:* \_\_\_\_\_

**Elfring Fonts, Inc.**

*Address:* \_\_\_\_\_

**2020 Dean St, Unit N**

*City, State, Zip:* \_\_\_\_\_

**St Charles, IL 60174**

*Country:* \_\_\_\_\_

*Email:* \_\_\_\_\_

**9. Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**10. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the state of Illinois.

**11. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**12. Nonassignability.**

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without prior written consent of Developer.

**13. Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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

Developer

Reseller

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Reseller Federal Tax ID:* \_\_\_\_\_

*Reseller State Sales Tax ID:* \_\_\_\_\_

*Reseller Email:* \_\_\_\_\_

*Reseller Telephone:* \_\_\_\_\_

*Reseller Fax:* \_\_\_\_\_

# EXHIBIT A

## Reseller Agreement Commissions

The Reseller discount is based upon cumulative yearly sales by Reseller of Developer's Software. The count of cumulative Reseller yearly sales begins after Developer approves and signs this Agreement. There is no Reseller discount while the total Reseller sales of Developer's Software is \$400 or less per year (*based on the retail price of the product*). A discount of 20% is offered once Reseller sales are greater than \$400 per year. A discount of 25% is offered once Reseller sales are greater than \$2,000 per year. Prices and discounts are subject to change with fifteen (15) days notice.

### Products (Windows, TrueType)

Product Code	Retail Price	Reseller (sales 0 - \$400/yr)	Reseller (\$401 - \$2000/yr)	Reseller (\$2001/yr)
Bar Code 2/5 Interleaved	\$139.50	\$139.50	\$111.60	\$104.63
Bar Code 3/9	\$139.50	\$139.50	\$111.60	\$104.63
Bar Code 93	\$139.50	\$139.50	\$111.60	\$104.63
Bar Code 128	\$139.50	\$139.50	\$111.60	\$104.63
Codabar	\$139.50	\$139.50	\$111.60	\$104.63
EAN Bar Codes	\$139.50	\$139.50	\$111.60	\$104.63
Retail Bar Code Solution	\$239.50	\$239.50	\$191.60	\$179.63
UPC Bar Codes	\$139.50	\$139.50	\$111.60	\$104.63
Bar Codes & More	\$199.50	\$199.50	\$159.60	\$149.63
Bar Codes Plus	\$399.00	\$399.00	\$319.20	\$299.25
MICR Font Set	\$139.50	\$139.50	\$111.60	\$104.63
Secure Font Set	\$99.00	\$99.00	\$79.20	\$74.25

### Products (Unix/DOS/AS400, PCL)

Product Code	Retail Price	Reseller (sales 0 - \$200/yr)	Reseller (\$201 - \$1000/yr)	Reseller (\$1001/yr)
Bar Code 128, PCL	\$99.00	\$99.00	\$79.20	\$74.25
Bar Codes & More, PCL	\$149.50	\$149.50	\$119.60	\$112.13
MICR Font Set, PCL	\$129.50	\$129.50	\$103.60	\$97.13