

This Agreement (the "Agreement") sets forth the terms and conditions regarding the Reseller Program (the "Program") of Easy Data Access ("EDA").

BY APPLYING FOR THE EASY DATA ACCESS RESELLER PROGRAM, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) (THE "RESELLER") AGREE(S) TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

- 1. How to Become an EDA Reseller:** To get the Reseller program process initiated, Reseller will complete and submit our Reseller Program application form found at <http://www.docsvault.com/company/reseller/reseller.html> EDA will then evaluate the application and determine the applicant's compatibility with EDA. EDA may reject the application for any reason. EDA may also terminate this Agreement for any reason, with or without notice to the Reseller, if deemed incompatible with the EDA Reseller Program. Upon acceptance into the Program, the Reseller must abide to Sections 2 through 23 found in this Agreement.
- 2. Upon Acceptance Into the EDA Reseller Program:** Upon EDA granting the possible Reseller acceptance into the program, the Reseller must abide by a few rules:
  - i. Links:** The Reseller agrees to post at least one link to the Docsvault website ([www.docsvault.com](http://www.docsvault.com)) at the website owned and/or operated by Reseller within five business days. The link location must be approved by EDA, and will not be accepted if deemed unacceptable by EDA. The purpose of the link is strictly to provide more information about Docsvault.
  - ii. Resellers (NFR) Edition for Demos:** The reseller agrees to purchase a NFR edition of the SB edition of Docsvault for a refundable price of \$199.99 for demonstrations and presentations to his/her clients. This purchase price of \$199.99 will be refunded to the reseller immediately upon successful resale of \$1000 (one thousand only) worth of Docsvault products. This refund will be over and above any and all commissions earned by the reseller.
- 3. Reseller Obligations and Restrictions:** Reseller is solely responsible for the development, operation, and maintenance of Reseller website, including all materials pertaining to Docsvault, which includes and is not limited to: (a) the accuracy and suitability of any materials posted on Reseller website and (b) not violating or infringing on the rights of any third party. Reseller must also agree to refrain from using any EDA Brand Feature in any copyright, registered trademark, or domain name, and also refrain from self-identification as an "official site" of EDA. Allowable identifications include "Reseller," "authorized Reseller," or

"authorized Reseller site." Reseller must agree to indemnify, defend and hold harmless Easy Data Access, its shareholders, officers, directors, employees, agents, partners, and successors from and against any and all claims, losses, liabilities, damages or expenses (including, without limitation, attorneys' fees) arising from the development, operation, maintenance and contents of Reseller website.

**4. Order Processing:** EDA will process all Reseller orders through a special Docsvault Reseller Control Panel. Upon acceptance into the Reseller Program, the Reseller will be provided with a unique username and password for entrance into our Reseller Control Panel. Reseller will log in and place orders through this Reseller Control Panel. Upon reception of payment, activation keys will be provided instantly to Reseller. Another type of order placement and processing method may be used upon mutual agreement between EDA and Reseller. Commissions will be paid as per Section 5.

**5. Commissions:**

Following are the commission rates for resale of Docsvault Professional and Small Business(SB) editions.

<b>Commission Status</b>	<b>Payment Type</b>	<b>Commission Rates</b>
Silver	Monthly	25% – Where Net Accrued Sales are less than US \$3000.
Gold	Instant	30% – Where Net Accrued Sales are between US \$3001-\$5,000
Platinum	Instant	35% – Where Net Accrued Sales are greater than US \$5,000

**6. Commission Payments:** Subject to Section 4 and 5 above, EDA will pay Reseller all commissions earned either on a monthly basis or as instant discounts depending on Resellers current status. For monthly payments, Fifteen (15) days after the end of each calendar month, EDA will prepare and send Reseller a check for all commissions earned during that calendar month, minus any fees, reductions, or returns that have happened, subject to payment being received in full for all products purchased. Order activity can be tracked in our Docsvault Reseller Control Panel. Reseller shall be responsible for adhering to all applicable tax laws upon reception of commission payments. Reseller hereby agrees to indemnify and hold EDA responsible from any claims, damages, and expenses (including, without limitation, attorneys' fees) that arise from tax liabilities pertaining to commission payments received from EDA.

- 7. License Granting:** EDA hereby allows to the Reseller a limited, nontransferable, nonexclusive, license to sell EDA products and services, without the right to sublicense, distribute, or reproduce EDA Brand features and content. EDA retains all rights to license the EDA products and services to any other business or person or to sell the same through other distributors or from its own website or retail locations. EDA may assign this Agreement and its interest in the EDA products and services to any other person or entity.
- 8. Reservation of Rights:** EDA reserves all rights apart from those implicitly and explicitly stated within this agreement. EDA is still the sole owner and bearer of all rights, titles, and interests in EDA Brand Features and website content. Also, EDA will establish all EDA pricing and relevant fees. EDA may, at its sole discretion, change EDA pricing, with or without notice to Reseller.

RESELLER ACKNOWLEDGES THAT THE DOCSVAULT SOFTWARE AND THE EDA WEBSITE IS COPYRIGHTED AND THAT YOU MAY NOT REPRODUCE ANY COPIES OF THE SOFTWARE OR REPRESENT THEM AS THE PUBLISHER OF THE SOFTWARE.

Reseller is expressly prohibited from reverse engineering, decompiling or changing

- 9. While Enrolled in the Reseller Program:** EDA will exclusively own all rights, titles, and interests for any information and materials created and collected during operations that occur while enrolled in the EDA Reseller Program, including, without limitation, any customer information or sales information received by EDA. Reseller cannot disclose any sales information regarding EDA products without prior written approval from EDA, which approval may be granted or withheld in EDA's sole and absolute discretion.
- 10. Termination of Enrollment in EDA Reseller Program:** This Agreement will go into effect upon acceptance of its terms and enrollment into the EDA Reseller Program, and will be terminated when either party terminates this Agreement. The Agreement may be terminated (a) by EDA, with or without reasonable cause, and (b) by Reseller, with or without reasonable cause, with clear notification to EDA of intention to terminate the Agreement. Upon termination of this Agreement: (a) Reseller shall remove all EDA Brand Feature content and links from Reseller's website; (b) EDA agrees to pay Reseller all outstanding accrued and unpaid fees and refunds; and (c) Sections 12, 13, 14, 15, 16, 18, and 19 and this sentence will survive.
- 11. Modifications to This Agreement:** EDA may change any of the terms and conditions contained within this Agreement at any time at EDA's sole discretion. In the event of a modification to this Agreement, EDA will (a) post changes and notices regarding this Agreement at

www.docsvault.com and/or (b) email changes and notices regarding this Agreement directly to Reseller. The only recourse to discrepancies resulting to changes to this Agreement is termination of this Agreement as per Section 10.

**12. *DISCLAIMER:*** THE EASY DATA ACCESS SITE AND RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY, AND EASY DATA ACCESS EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EASY DATA ACCESS SITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, EASY DATA ACCESS MAKES NO REPRESENTATION OR WARRANTY THAT THE LINKS, THE TRACKING DATA, THE OPERATION OF EASY DATA ACCESS'S SITE, OR PROCEDURES AND SYSTEMS FOR TRACKING AND REPORTING SALES GENERATED BY YOUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND EASY DATA ACCESS SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA. EASY DATA ACCESS SHALL HAVE NO LIABILITIES OR OBLIGATIONS UNDER WARRANTY OR OTHERWISE TO ANY OF YOUR CUSTOMERS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF EASY DATA ACCESS' PRODUCTS.

**13. *LIMITATION OF LIABILITY:*** UNDER NO CIRCUMSTANCES WILL EASY DATA ACCESS BE LIABLE WHETHER IN TORT, CONTRACT OR OTHERWISE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS) ARISING FROM OR RELATING TO ANY PROVISION OF THIS AGREEMENT OR THE PROGRAM. WITHOUT LIMITING THE FOREGOING, EASY DATA ACCESS'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO RESELLER UNDER THIS AGREEMENT.

**14. *Authority:*** If the individual entering into this Agreement is working on behalf of his or her company or organization, this individual represents to EDA that he or she has corporate power and authority to enter into an Agreement such as this one and act on behalf of the Reseller. The individual has therefore been authorized to enter into this Agreement and this Agreement will thus constitute the legal, valid, and binding obligation between Reseller and EDA. This said individual thereby agrees to indemnify and hold EDA not liable of any damages and expenses (including, without limitation, attorney's fees) that arise from any breaches of this Section. This said individual must be at least 18 years of age or older.

- 15. *Publicity:*** Reseller shall not, will not, and cannot create, publish, distribute, or permit written material that references EDA and EDA Brand Features without receiving the prior written consent from EDA, which consent may be granted or withheld in the sole and absolute discretion of EDA. Reseller agrees not to disclose any confidential information that Reseller receives from EDA or learns during the course of the Term of this Agreement, whether written or oral, or in any other tangible form that is identified by EDA as confidential or proprietary, without EDA's prior written consent, which may be granted or withheld in the sole and absolute discretion of EDA.
- 16. *Relationship of Parties:*** Nothing in this Agreement will create any joint venture, agency, franchise, or employment relationship, or the relationship of principal and agent between the parties. Reseller will have no authority to make or accept any offers or representations on Easy Data Access's behalf. Reseller will not make any statement, whether on Reseller Site or otherwise, that reasonably would contradict anything in this Section. Reseller will have sole responsibility for its expenses, employees, sales representatives and agents.
- 17. *Communications:*** The Reseller agrees that after entering the Reseller Program, EDA will periodically send supplementary information regarding EDA and Docsvault to Reseller, via an email address that is provided by Reseller and Reseller agrees that such EDA has permission to send such supplementary information to the email address. Reseller agrees to update such email address with EDA as it may be changed by Reseller and by so updating, agrees that EDA may send such supplementary information to the new email address.
- 18. *Geographic Scope:*** The EDA Reseller Program may be applied for by anyone in any country, provided that (a) Reseller does not violate any rules and regulations set forth in Section 3 and (b) the terms set forth within this Agreement supercede all other terms and/or conditions found outside of this Agreement, regardless of the location of Reseller.
- 19. *Miscellaneous:*** : The material in this Agreement supercedes all prior and/or contemporaneous agreements or understandings, both oral and written, between EDA and Reseller with the respect to this subject matter. Resellers may not assign any parts of this Agreement without prior written consent from EDA, which consent may be granted or withheld in the sole and absolute discretion of EDA. Except as laid out in Section 11, this Agreement may not be modified without prior written consent from EDA, which consent may be granted or withheld in the sole and absolute discretion of EDA.
- 20. *Technical Support:*** EDA will provide complete technical support if needed. All technical support inquiries and issues will be routed through the normal technical support channels found at [www.docsvault.com/support](http://www.docsvault.com/support).

**21. Governing Law:** This Agreement shall be governed by the internal substantive laws of the State of New Jersey, United States of America. By entering into this Agreement, Reseller agrees to be bound by such law, and agrees to be subject to the exclusive jurisdiction of the Federal and State Courts in the County of Atlantic, State of New Jersey, United States of America, for all claims and/or disputes arising from this Agreement and you hereby submit to the exclusive jurisdiction of such courts.

**22. Compliance with Laws and Export Regulations.** You agree to use the Docsvault software and the Easy Data Access Website and any connections thereto in compliance with all applicable laws, rules and regulations and in a manner that does not, in the sole judgment of EDA, negatively reflect on the goodwill or reputation of EDA or any of its affiliates.

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations, including, but not limited to the Export Administration Act and the Arms Export Control Act, and not to transfer, by electronic transmission or otherwise, any software derived from EDA to either a foreign national or a foreign destination in violation of such laws.

EDA makes no representations that the Docsvault software or the EDA website is appropriate or available for use in other locations, countries or jurisdictions, and access to them from territories where they are illegal or are prohibited. Those who chose to access the Docsvault software or the EDA website do so on their own initiative and are responsible for compliance with application local laws.

**23. Notice:** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE RESELLER PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT. ANY DEVIATIONS FROM THIS AGREEMENT MUST BE PROPOSED AND APPROVED BY EDA.