



Tel: (240) 535-2095 ◆ <http://security.setecs.com> ◆ E-mail: info@setecs.com

Software Reseller Agreement

This Agreement (the "Agreement") is entered into as of _____, 201__ (the "Effective Date") by and between Secure Transactions for Electronic Commerce Systems, Inc. with principle place of business at 5801 Nicholson Lane, Suite #1233, Rockville, MD 20852 ("SETECS") and _____ ("Reseller") with address for the purpose of this Agreement at _____ (email: _____).

Whereas, SETECS has developed, owns, and licenses certain software (the "Products") described in Exhibit "A" and the Reseller is in the business of remarketing existing software and technology products to end users, NOW THEREFORE, it is agreed:

1. Nonexclusive Appointment

Upon acceptance of this Agreement by SETECS, Reseller is hereby appointed a nonexclusive reseller of the Products pursuant to this Agreement. Reseller accepts such appointment and agrees to serve as a reseller of the Products to end users as provided herein. Reseller understands and shall inform end-users ("Customers") that the use of the Products is dependent upon Customers agreeing and adhering to the SETECS End User License Agreement (EULA), where applicable, which shall be provided by Reseller to each Customer accordingly.

This Agreement is not exclusive to Reseller and SETECS reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market and distribute the Products and value added versions thereof anywhere in the world. Reseller shall not purchase the Products for Reseller's own use, or for resale to a sister company having the same effect.

2. License

2.1 Reseller is hereby authorized to grant End Users a limited, non-exclusive, non-transferable, and non-assignable license to download, install, and use a single copy of each software Product onto a single network server or workstation. Reseller shall have the right to sub-license and distribute the Products to End Users pursuant to the terms and limitations of this agreement. Such License shall also be subject to the provisions of all Exhibits, including Exhibit "B", SETECS End User License Agreement. Reseller may not reproduce or distribute any Product bundled with the products of any other person or entity.

2.2 Reseller shall have no rights to Source Code to any Product and Reseller shall not have any rights to create any Derivative Works or make translations of the Products and shall not disassemble, decompile, reverse assemble, reverse compile, recompile or make extracts from such Products or attempt to determine the Source Code or permit others to do so.

2.3 No License is granted for any Use or reproduction of any Product for which the required Per Copy Royalty has not been made by Reseller.

3. Ordering and Shipping

Reseller's order for Products must be in writing and sent by facsimile or email to SETECS, Inc:
Email: info@setecs.com
Phone: 240 535-2095

All orders are subject to acceptance by SETECS. SETECS will use reasonable efforts to ship accepted orders within two business days of receiving order, but SETECS will not be liable to Reseller or any third party for any delay, error or failure in filling orders.

4. Pricing and Taxes

Reseller's price per Product for an order is set forth in Exhibit A. All pricing and fees stated above are exclusive of taxes and other fees. Except for taxes based on SETECS' income, Reseller shall pay any federal, state, local and foreign taxes, fees or duties imposed on the sale, export, use or possession of the Products, including penalties and interest. Reseller will promptly pay to SETECS an amount equal to any such items actually paid or required to be collected and paid by SETECS. SETECS may, in its discretion, change the purchase price upon notice to Reseller and Exhibit A shall be deemed amended accordingly.

5. Product Changes

SETECS has the right to modify, alter, amend or delete portions from the software Products at any time at its discretion. Reseller may not alter, merge, modify or adapt the Products in any way including reverse engineering, disassembling or decompiling. Unauthorized reproduction or distribution of the Products, 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 \$1,000,000 and up to 5 years imprisonment.

6. Intellectual Property

SETECS retains all ownership rights to all applicable copyrights, trade secrets trademarks, service marks, trade names and other intellectual property rights in the Products. Reseller shall not (i) copy, modify or reproduce a Product or accompanying documentation in any way, (ii) reverse engineer, disassemble, or decompile a Product, (iii) remove, obscure or alter the SETECS' proprietary notices, any accompanying End User License Agreement or other documentation for a Product, (iv) incorporate a Product into any other software or hardware product, or (v) private label any Product or any portion thereof or include any other party's marks or legends on a Product or any portion thereof. Any documentation accompanying a software product shall also be deemed part of the Product and delivered to each end user as a complete Product.

SETECS grants Reseller a non-exclusive, royalty-free license to use the SETECS' trademarks, service marks, and trade names for the purpose of advertising, promoting, merchandising and marketing the Products. Reseller agrees that all such material relating to the Product shall identify SETECS as the source of the Products and otherwise comply with the Software Redistribution Guidelines attached as Exhibit "C" to this agreement. Reseller will discontinue all use of SETECS' marks and names promptly upon the termination or expiration of this Agreement.

7. Warranties

The Products furnished are warranted to be free of defects in workmanship and material under normal use for a period of ninety (90) days from the date of sale to the end user. SETECS' sole responsibility and Reseller's exclusive remedy under this warranty will be to receive either (a) reasonably prompt replacement of software products following return to SETECS of the defective Product (at SETECS' expense, or (b) a full refund of the Product purchase price paid by Reseller, as SETECS determines in its discretion.

Reseller and its end-user customers alone are responsible for determining if the Product meets their particular needs, for installing the Product software, and for the results obtained. THE PRODUCTS

(INCLUDING ANY SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXCEPT FOR THE SOFTWARE WARRANTY PROVIDED ABOVE. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SETECS EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY PRODUCTS. PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL SETECS BE RESPONSIBLE FOR ANY LOSS OF PROFIT OR OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE, EVEN IF SETECS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SETECS'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE INITIAL ORDER AMOUNT SET FORTH ON THE ORDER FORM FOR THE PRODUCT. SETECS reserves the right to change the warranty policy set forth in the limited warranty contained in the End User License Agreement at any time without further notice and without liability to Reseller or any other person.

Reseller shall make no representations or warranties on behalf of SETECS and no representations, warranties, or guarantees to customers with respect to the specifications, features or capabilities of the Products that are inconsistent with the literature distributed by SETECS, including all warranties and disclaimers contained in such literature.

8. 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 SETECS. Reseller has no authority to assume or create any obligation for or on behalf of SETECS, express or implied with respect to the Products or otherwise.

9. Term and Termination

This Agreement shall commence on the Effective Date set forth above and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for additional one-year periods, unless SETECS or Reseller provide notice of non-renewal at least 60 days prior to the renewal date.

This Agreement may be terminated by SETECS if Reseller does not pay amounts invoiced within 30 days when due. Either party may terminate this Agreement (a) upon not less than 30 (thirty) days' prior written notice in the event of a material breach of this Agreement by the other party and the failure of such other party to cure such breach within an additional 30 (thirty) day period; (b) a receiver is appointed for the other party or its property; (c) the other party makes, or attempts to make, an assignment for the benefit of its creditors; (d) any proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law; or (e) the other party liquidates or dissolves or attempts to liquidate or dissolve.

The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve any party that has breached this Agreement from liability for damages resulting from such breach, and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue effect on or after expiration or termination hereof.

10. Post-Termination Actions

Upon expiration or termination of this Agreement for any reason, the parties shall have the following rights and obligations:

The due date of all outstanding invoices for the Products shall automatically accelerate so that they become due and payable on the effective date of termination, even if longer terms had been previously

provided. All orders or portions thereof remaining unshipped as of the effective date of termination shall automatically be cancelled, provided that SETECS shall furnish Products in accordance with any of Reseller orders outstanding to its customers prior to the date of notification of such termination that do not call for delivery of Products beyond sixty (60) days from the date of such notification. Provided Reseller is not in material breach of this Agreement, Reseller shall have the right to use SETECS' trade names, trademarks and service marks to promote inventory of Products after the expiration or termination of this Agreement; provided, however, such right shall continue only so long as Reseller is actively attempting to sell Products remaining in its inventory following termination of this Agreement (which period shall not in any event exceed 180 days).

11. Exporting and Compliance with Laws

Reseller shall be exclusively responsible for the procurement and renewing of all export or import licenses required under the United States or foreign law for the export or import of the Products and shall pay all costs and other expenses in connection with such procurement and renewal. Reseller agrees to comply with any applicable export or import laws of the United States or any foreign country with respect to the export of the Products from the United States. Reseller shall be exclusively responsible at its own expense for compliance with all local laws relating to the Products in the countries in which Reseller sells the Products.

13. General Provisions

13.1 This agreement supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein. In the case of conflict between this Agreement and Reseller purchase orders issued for the Products, the terms of this Agreement shall prevail.

13.2 Reseller and SETECS agree that this Agreement and the Products including all information related to the Products that is disclosed to the Reseller as a result of this Agreement, (i) constitutes the proprietary and confidential information of SETECS; (ii) shall be used by the Reseller only as required to exercise the license granted under this Agreement; and (iii) shall be held in confidence and shall not be made available in any form to any person or entity other than Reseller, without the express written consent of SETECS. SETECS agrees that the Reseller shall be permitted to disclose relevant aspects of the Products and related SETECS information to its customers, but solely to the extent that such disclosure is directly related to the customers use of the Product and provided that the Reseller shall take all reasonable steps to ensure that the Product is not duplicated in contravention of the Agreement.

13.3 This Agreement shall be interpreted under the laws of the State of Maryland without regard to conflicts of law principles.

13.4 This Agreement is not assignable by Reseller. Any amendments or waivers of this Agreement must be in writing signed by both parties.

13.5 In any action between the parties to enforce any term of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.

13.6 Any notice required to be given by either party to the other shall be deemed given if in writing and actually delivered to the party at the address set forth above (including by facsimile and electronic mail).

13.7 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.

13.8 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.

By signing below, SETECS and the Partner agree to the terms of this Agreement.

**Secure Transactions for Electronic
Commerce Systems, Inc.**

Reseller _____

D/B/A: SETECS

D/B/A: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit "A"

RESELLER PRICE LIST

Reseller shall pay to SETECS license fees as described below for each SETECS product sold (licensed) during the term period of this Reseller agreement.

Reseller Price List: Incorporated by reference as two separate documents – price list for OneCARD™ smart card products and price list for other security products

Exhibit "B"

SETECS END USER LICENSE AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY:

This **End User License Agreement ("Agreement")** constitutes a valid and binding agreement between Secure Transactions for Electronic Commerce Systems, Inc., (together with its affiliates, successors and assigns "SETECS") and you ("you," or "your") for the use of the SETECS Software, as the term is defined below. You must enter into this agreement in order to install and use SETECS Software.

BY INSTALLING AND USING THE SETECS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SETECS SOFTWARE.

1. License Grant

Subject to the terms of this Agreement, SETECS hereby grants you a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the SETECS Software, including any online or enclosed documentation, data distributed to your computer for processing and any future programming fixes, updates and upgrades provided to you (collectively, the "SETECS Software"), onto a network server or computer workstation for your sole use to install, interact with and utilize the SETECS Software, including the content and features contained therein. This license may not be shared, transferred to or used concurrently on different servers or workstations. You may make a single back-up copy of the software for archival purposes.

2. License Restrictions

(a) Notwithstanding anything to the contrary, you may not: (i) remove any proprietary notices from the SETECS Software or any copy thereof; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the SETECS Software; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the SETECS Software, including, without limitation, through sublicense, to any other entity without the prior written consent of SETECS; (iv) export or re-export the SETECS Software in violation of United States export laws; (v) use the SETECS Software for any commercial purpose or the benefit of any third party or charge any person for the use of the SETECS Software; or (vi) use the SETECS Software to, or in any way that would violate any applicable law, regulation or ordinance; (vii) collect any information or communication about the users of the SETECS Software by monitoring, interdicting or intercepting any process of the SETECS Software; and (viii) use any type of bot, spider virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to be used to provide a means of surreptitious or unauthorized access or that are designed to distort, delete, damage or disassemble the SETECS Software. Furthermore, you may not use the SETECS Software to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the SETECS Software, (D) performs any unsolicited commercial communication not permitted by applicable law; (E) is harassment or a violation of privacy or threatens other people or groups of people; and (F) impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

(b) The SETECS Software contains confidential and trade secret information owned or licensed by SETECS, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.

(c) The SETECS Software may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third party software or services is subject to

the terms and conditions of the applicable third party license agreements, and you agree to look solely to the applicable third party and not to SETECS to enforce any of your rights. All modifications or enhancements to the SETECS Software remain the sole property of SETECS. SETECS reserves the right to add additional features or functions to the SETECS Software. When installed on your computer, the SETECS Software periodically communicates with SETECS servers. You acknowledge and agree that SETECS has no obligation to make available to you any subsequent versions of its software applications.

3. Permission to Utilize

In order to receive the benefits provided by the SETECS Software, you hereby grant permission for the SETECS Software to utilize the processor and bandwidth of your computer for the limited purpose of facilitating the communication between other SETECS Software users. You understand that the SETECS Software will protect the privacy and integrity of your computer resources and communication and ensure the unobtrusive utilization of your computer resources to the greatest extent possible.

4. Proprietary Rights

The SETECS Software contains proprietary and confidential information of SETECS, including copyrights, trade secrets and trademarks contained therein, which are protected by international copyright laws. Title to and ownership of the SETECS Software, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of SETECS and its suppliers, and except for the limited license granted to you, SETECS reserves all right, title and interest in and to the SETECS Software. You shall not take any action to jeopardize, limit or interfere with SETECS' ownership of and rights with respect to the SETECS Software. You acknowledge that any unauthorized copying or unauthorized use of the SETECS Software is a violation of this Agreement and copyright laws and is strictly prohibited.

5. Terms and Termination.

(a) This Agreement will be effective as of the date you accept this Agreement, thereby expressly agreeing to the terms and conditions set forth herein, and will remain effective until terminated by either party as set forth below.

(b) You may terminate this Agreement at any time provided you cease all use of the SETECS Software AND destroy or remove from all hard drives, networks, and other storage media all copies of the SETECS Software in your possession. SETECS may terminate this Agreement if you do not comply with the terms and conditions of this agreement by providing notice to you and/or preventing your access to the SETECS Software.

(c) Upon termination of this Agreement for any reason (i) all licenses and rights to use the SETECS Software shall terminate and you must remove the SETECS Software from your computer equipment and dispose of all originals and copies of the SETECS Software in your possession, and (ii) Sections 2, 4, 5(b), and 7 through 13 shall survive such termination.

7. Your Representations and Warranties

(a) You represent and warrant that (i) you possess the legal right and ability to enter into this Agreement and to comply with its terms, (ii) you will use the SETECS Software for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies, (iii) you will not attempt to decompile, reverse engineer or hack the SETECS Software to defeat or overcome any encryption and/or other technical protection methods implemented by SETECS with respect to the SETECS Software and/or data transmitted, processed or stored by SETECS or other users of the SETECS Software, (iv) you will not take any steps to interfere with or in any manner compromise any of SETECS' security measures, any other individual's or entity's computer on the Network and/or otherwise sharing Services, (v) you will always provide and maintain true, accurate, current and complete information as requested by SETECS, and (vi) you will only use the SETECS Software on a computer on which such use is authorized by the computer's owner.

(b) You agree that you will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the SETECS Software, except to remove the SETECS Software from a computer of which you are an owner or authorized user in a manner permitted by this Agreement. You may not violate or attempt to violate the security of the SETECS Software. SETECS reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

(c) If SETECS has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, SETECS may terminate this license, deny any or all use of the SETECS Software, and pursue any appropriate legal remedies.

8. Indemnity

You agree to indemnify, hold harmless and defend SETECS and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by SETECS arising out of or relating to your (a) violation or breach of any term of this Agreement or any policy or guidelines referenced herein, or (b) use or misuse of the SETECS Software.

9. Disclaimer of Warranties

(a) THE SETECS SOFTWARE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY SETECS, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SETECS SOFTWARE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SETECS FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SETECS SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES SETECS WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(b) YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SETECS SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) THE SETECS SOFTWARE IS UTILIZED AND DISTRIBUTED BY THIRD PARTIES WHICH ARE UNRELATED TO SETECS. YOU ACKNOWLEDGE THAT INSTALLATION OF THE SETECS SOFTWARE WILL ALLOW THIRD PARTIES WHO ARE NOT AFFILIATED WITH SETECS THE ABILITY TO COMMUNICATE WITH YOUR COMPUTER ("OUTSIDE PARTIES"). YOU AGREE THAT SETECS WILL NOT BE LIABLE FOR ANY DAMAGE, CLAIM OR LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AS STATED IN PARAGRAPH 9(a) ABOVE, RESULTING FROM ANY ACTIONS OR OMISSIONS OF THE OUTSIDE PARTIES.

(d) As some jurisdictions do not allow some of the exclusions set forth in this Section 9, some of these exclusions may not apply to you.

10. Limitation of Liability

(a) IN NO EVENT SHALL SETECS, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR NETWORK SERVICE PROVIDERS BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE,

PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SETECS SOFTWARE, EVEN IF SETECS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Support for the SETECS Software is not provided directly by SETECS. Please refer to Manufacturer's or Reseller's documentation to understand your rights, if any, to technical or product support to the SETECS Software.

(c) As some jurisdictions do not allow some of the exclusions set forth in this Section 10, some of these exclusions may not apply to you.

11. Electronic Signatures and Agreements

You acknowledge and agree that by clicking on the button labeled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links or methods as may be designated by SETECS to download the SETECS Software to accept the terms and conditions of this Agreement, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SETECS SOFTWARE. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

12. General Provisions

SETECS reserves all rights not expressly granted herein. SETECS may modify this Agreement at any time by providing such revised Agreement to you or posting the revised Agreement on its website located at www.SETECS.com. Your continued use of the SETECS Software shall constitute your acceptance of such revised Agreement. You may not assign this Agreement or any rights hereunder. Nothing in this Agreement shall constitute a partnership or joint venture between you and SETECS. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect. The failure of SETECS at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom without regard to its conflict of law rules. Any legal proceeding arising out or relating to this Agreement will be subject to the exclusive jurisdiction of any court of the United States, Montgomery County Maryland and you irrevocably consent to the jurisdiction of such courts. The terms set forth in this Agreement and any related service agreements constitute the final, complete and exclusive agreement with respect to the SETECS Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. SETECS may at its sole discretion assign this Agreement to a subsidiary or sister company, without giving prior notice. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO INSTALL THE SETECS SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO SETECS THE RIGHTS SET FORTH HEREIN.

Exhibit "C"

SOFTWARE REDISTRIBUTION GUIDELINES

COPYRIGHT GUIDELINES

I OVERVIEW

SETECS, Inc. has published, in machine-readable and printed form, computer software programs. These programs and related documentation are protected by the United States and international copyright laws and conventions. SETECS, Inc. licenses the copyrights and trademarks from SETECS, Inc. and according references hereunder are to SETECS, Inc. Any OEM of SETECS, Inc., shall reproduce a copyright notice on a media containing authorized copies of SETECS products and on all documentation.

II GENERAL COPYRIGHT INFORMATION

The symbol "©" is inserted in the notice after the word "Copyright" wherever possible and as "(C)" in machine-readable format.

The date included in the notice is the year in which the work was first published. If the work is a derivative work, which contains some previously copyrighted material published in an earlier year (i.e., a revision or update), the notice must include both dates in chronological order. Licensee is responsible for ensuring that the appropriate dates are inserted in the appropriate Copyright Notice.

SAMPLE REQUIRED MINIMUM COPYRIGHT NOTICE:

"Copyright © SETECS, Inc. All Rights Reserved."

III EXTERNAL NOTICE ON DIGITAL MEDIA

Licensee must place a label bearing the appropriate copyright notice and the following license requirements in printed form on the exterior of magnetic recording media. It is the Licensee's responsibility to determine which appropriate Copyright Notice to use. (Such appropriate copyright notice is hereinafter referred to as "Copyright Notice".)

NOTICE OF LICENSE RESTRICTIONS

All software on this diskette is copyrighted and may be used and copied only under the terms of the SETECS End User License Agreement (EULA). This diskette may be used only by the registered user, and may not be resold or transferred except in accordance with the terms and conditions of the EULA. Disassembly of code is prohibited. Unauthorized reproduction, transfer, or use this material may be a criminal offense [insert appropriate Copyright Notice].

IV INTERNAL NOTICE ON DIGITAL MEDIA

SETECS, Inc. includes an internal copyright notice in machine-readable code. This may not be altered or removed by OEM. A notice with the appropriate product name, release, and version number and copyright year(s) should be located in each SETECS Licensed Program.

V ROM BASED LICENSED PROGRAMS, IF APPLICABLE

A. OEM shall mark, externally and in the same place that OEM affixes its own product identification and/or serial number, the words: "This Software is used under license from SETECS, Inc."

B. OEM shall mark upon the external surface of the ROM chip by silkscreen or other nondestructible material the appropriate Copyright Notice.

VI DOCUMENTATION REPRINT RIGHTS

If OEM is granted Documentation Reprint Rights from SETECS, Inc., OEM must include an appropriate Copyright Notice in SETECS documentation on the title page or the reverse thereof or on either side of the cover page of the product, related books, manuals, or pamphlets distributed.

TRADEMARK GUIDELINES

I FUNCTION OF TRADEMARKS

Trademarks, when properly used, serve the important function of identifying SETECS, Inc. as the source of SETECS products. Trademarks help users and other members of the public recognize SETECS products and the high quality and dependability associated with those products.

II GENERAL RULES

- A. SETECS, Inc. trademarks must be displayed in printed or logo form.
- B. Authorization for Licensee to use SETECS marks must be obtained in writing from SETECS, Inc. OEM may not use SETECS marks to identify their business or to identify any products other than those from SETECS.
- C. For each mark, which is a registered SETECS trademark, the first occurrence of the mark in a publication or advertisement should include an indication that the mark is a SETECS registered trademark. In the United States, this indication is made by using a “®” symbol after the product name. For example, “OneCARD®”. For use in footnotes the legend should read “(PRODUCT NAME) is a Registered Trademark of SETECS, Inc.” Outside of the United States, an “*” is sometimes used instead of the “®” with the same footnote.
- D. For each mark which is an unregistered SETECS mark, the first occurrence of the mark in a publication or advertisement shall include an indication that the mark is a SETECS trademark. In the United States, this indication is made by using the “(PRODUCT NAME)” reference symbol and the footnote, “(PRODUCT NAME) _____ is a trademark of SETECS, Inc.”
- E. Any firm marketing software products or otherwise referring in promotional materials and the like to SETECS trademarked products that originate from SETECS, Inc., e.g. “OneCARD”, must identify that the SETECS names for those products are trademarks.
- F. SETECS trademark must never identify any product or service not originating from SETECS, Inc.
- G. The trademark identifies (“®” and “™”) together with a footnote should be in a readable style of type.
- H. Trademarks must be used as proper adjectives. Trademarks should not be used as verbs, in plural form, or in possessive form.

Incorrect:

SETECS compatible software

Correct:

Software compatible with SETECS® products

III EXAMPLES OF USES OF SETECS TRADEMARKS

- A. SETECS trademarks may never be used to describe a person and should be used to describe a SETECS product.

Incorrect:

“OneCARD™ users”

Correct:

“OneCARD™ software users”

B. SETECS trademarks may never be used to describe a product that does not come from SETECS, Inc. unless, and to the extent that permission is granted in writing, by SETECS, Inc. or a SETECS subsidiary.

IV TRADEMARKS REGISTERED IN THE UNITED STATES

The following are trademarks of, but do not represent all the registered trademarks of SETECS, Inc. and any affiliated companies, are registered trademarks of SETECS, Inc. and its affiliated subsidiaries.

These marks must be followed by the “®” symbol. For publication outside the United States, local trademark laws must be followed.

V OTHER TRADEMARKS OR TRADENAMES

The following marks shall be treated as unregistered trademarks in accordance with Paragraph II.E above:

OneMAN™, OneCARD™, OnePKI™, OneGroup™, OneNET™

SUMMARY

No representation shall be made that SETECS has reviewed or authorized any publication or product, or endorses any publication, product or contents thereof, without express prior written permission from SETECS.

We hope these guidelines give you a clear understanding of the policies of SETECS regarding advertising and outside publications. Please contact SETECS, Inc. at 301-587-3000 if you have further questions regarding these policies.

DISTRIBUTION GUIDELINES

I DISTRIBUTION

A. If a Licensed Product is distributed in physical form (either diskette or CD-ROM), Licensee must package each copy of a Licensed Program product with a diskette seal so that the End User License Agreement is readily visible and readable before breaking the diskette seal. The package containing the diskettes shall state, on its exterior, “The software contained in this package is subject to the following license terms and conditions. Please read this license before you open the disk package. If you do not agree to the terms and conditions of this license, you may return the Software with the disk seal intact to your supplier for a full refund.” No such diskette or CD-ROM shall contain any express or implied statement that the Licensed Program on the diskette provided was reproduced for distribution by SETECS. The diskette or CD-ROM label shall state that all or portions of the contents, as applicable, have been reproduced on the authority of SETECS by OEM and that OEM is responsible for defects in the media.

B. Each diskette containing a Licensed Program distributed by OEM hereunder must be scanned and all viruses contained thereon cleaned prior to distribution.

Exhibit "D"

REQUIREMENTS FOR THE RESELLER

- ⊕ Completion of a Business Plan involving SETECS products.
- ⊕ Purchase of SETECS demonstration product, not for resale.
- ⊕ Possess and maintain two Professional Certifications* from SETECS.

* To meet the requirement, at least two full time employees of the Partner must be professionally certified in SETECS products. The requirements for professional certification may be changed by SETECS from time to time. The current requirements will be provided to the Partner upon request. Signature to this Agreement is no guarantee that any of the Partner's employees will qualify for the professional certification.

- ⊕ Skills Assessment Worksheet

Use this chart to list the skills/certifications you possess by product or specialty (i.e. OneSEC™, OneMAN™, OneGroup™, OneNET™, OneCARD™, OnePKI™).

Individual Name:	Skills/Certifications:	Comments/Action Required:
1.		
2.		
3.		
4.		
5.		

Exhibit "E"

RESELLER CERTIFICATION

FIRM NAME: _____

I HEREBY CERTIFY,

that I hold valid seller's permit No. _____ issued pursuant to the Sales and Use Tax law of the State of _____, that I am engaged in the business of selling _____ and that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law of the State of _____ to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased:

Signature: _____

By and Title: _____

Address : _____

Phone: _____

Date: _____