Kryptronic Software Reseller Agreement

This Reseller Agreement ("Agreement") is made on this _____ day of _____, _____, by and between Kryptronic, Inc. (hereinafter referred to as "Kryptronic") with principal offices at P.O. Box 865 York, PA 17405 and _____ (hereinafter referred to as "Reseller") with principal offices at _____. WHEREAS, Kryptronic owns, licenses and provides e-commerce services and software worldwide through it's Internet site and affiliate partnerships, including ClickCartPro™, and other Software Products as further defined below ("Services") and; WHEREAS, Reseller desires to market the Services to companies and individuals alike for the express purpose of providing internet and e-commerce services to the end users ("Customers"). THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Reseller Obligations

1.1 Reseller shall market the Services to Customers as set forth in the Fee Schedule, which is incorporated herein by reference.
1.2 Reseller shall ensure that each software package's logos are prominently displayed on Reseller web site in such a manner that Customers will have ready access to the software package and will clearly understand the Services are provided in accordance with software licenses.
1.3 Reseller understands and shall inform Customers that provision of Services is dependent upon Customers agreeing and adhering to the software license, which shall be provided by Reseller to each customer accordingly.
1.4 Reseller agrees to sell software at or above the current market price (as priced on the software package's respective web site). Reseller may offer installation support and technical support at Reseller's option.
1.5 Reseller agrees that under no circumstances can the software package being re-sold be modified. The software package as delivered by the Reseller to their respective customers must be the exact package as provided to the Reseller by Kryptronic.

Kryptronic's Obligations

2.1 Kryptronic will provide software upon acceptance of Reseller's application and agreement.
2.2 Kryptronic will provide software to Reseller with modifications as specified in in the Work Schedule, which is incorporated herein by reference.
2.3 Kryptronic reserves the right to reject any applicant Reseller on the basis of it's standards of conducting business or terminate Services to any Reseller if it determines, in its sole discretion, that Reseller is actually or allegedly engaged in activities that are illegal, fraudulent or wrongful or which may be harmful to Kryptronic in any way whatsoever.
2.4 Kryptronic reserves the right to adjust fees for Services or any portion thereof upon 30 day notice to Reseller.

Term and Termination

3.1 The initial term of this Agreement shall be one (1) year from the date of this Agreement as set forth above. Thereafter, this Agreement shall automatically renew on a yearly basis unless otherwise terminated as set forth herein.
3.2 Kryptronic, reserves the right to suspend or terminate Services, or any portion thereof, or terminate this Agreement upon one of the following events:

3.2.1   A material breach of this written Reseller Agreement (other than the payment of amounts due hereunder) and Reseller fails to cure such breach within thirty (30) calendar days after written notice of the breach;
3.2.2   A failure by Reseller to pay any amounts due to Kryptronic under this Agreement;
3.2.3   Reseller suffers any adverse financial change or takes or suffers any action as a result of its indebtedness, including without limitation an action in bankruptcy, an assignment for the benefit of creditors, the appointment of a receiver or trustee or the liquidation of all or substantially all of its assets or Kryptronic determines that Reseller is not creditworthy;
3.2.4   Upon a determination by any governmental authority with jurisdiction over the parties that the provision of the Services under this Agreement is contrary to existing laws, rules or regulations;
3.2.5   The passage of adoption of any law, rule or regulation that in the reasonable judgement of Kryptronic will make it materially more expensive or difficult to provide the Services under this Agreement, or;
3.2.6   Either party may terminate this Agreement upon thirty (30) days written notice prior to the expiration of the initial or any renewal term.

3.3 Upon the termination of this Agreement for any reason, Kryptronic will be entitled to immediately cease providing Services to Reseller. All amounts due to Kryptronic will become immediately due and payable upon such termination.

Notwithstanding the termination of this Agreement for any reason, the provisions of this Agreement that by their nature survive termination will continue to apply.

Confidentiality

4.1 **Confidentiality.** Reseller acknowledges that during the course of this Agreement, it may acquire information regarding Kryptronic or its affiliates, its business activities and operations or those of its customers and suppliers, and its trade secrets including without limitation its customer lists, prospective customers, rates, network configuration, traffic volume, financial information, computer software, service, processes, methods, knowledge, research, development or other information of a confidential and proprietary nature (hereinafter "Confidential Information"). Reseller shall hold such information in strict confidence and shall not reveal the same, except for any information which is: (a) generally available to or known to the public; (b) known to such party prior to the negotiations leading to this Agreement; (c) independently developed by such party outside the scope of this Agreement; or (d) lawfully disclosed by or to a third party or tribunal. Reseller may disclose the Confidential Information pursuant to any judicial or governmental request, requirement or order provided, however, Reseller takes all necessary steps to provide prompt and sufficient notice to Kryptronic so that Kryptronic may contest such request, requirement or order. The Confidential Information of Kryptronic shall be safeguarded by Reseller to the same extent that it safeguards its own confidential materials or data relating to its own business and Reseller agrees to limit access to such Confidential Information to employees, agents or representatives who have a need to know such information in order to perform the obligations set forth in this Agreement and further the matter of mutual interest described herein. The parties agree that an impending or existing violation of these confidentiality provisions would cause Kryptronic irreparable injury for which it would have no adequate remedy at law, and agree that Kryptronic may be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any rights and remedies available to it.

General Provisions

Indemnification. Reseller, at its own expense, shall defend, indemnify, and hold harmless Kryptronic, its agents, affiliates, successors, and assigns with respect to any claim or action brought against Reseller, its agents, affiliates, successors, and assigns arising out of or in connection with the operation, condition, or content of Customer's web page, web site, or other Internet graphical or non-graphical interface; any use of Internet facilities conducted or permitted by Customer; the conduct of any business, advertising, marketing, or sales in connection therewith; and any negligent or illegal act or omission of Customer or any of its agents, contractors, servants, employees, or other users or accesses. Resller shall promptly notify Kryptronic of any such claim, shall provide reasonable assistance in connection with the defense and/or settlement thereof, and shall permit Kryptronic to control the defense and/or settlement thereof.

If notified of any allegedly infringing, defamatory, damaging, obscene, illegal, or offensive use or activity, Reseller may (but shall not be required to) investigate the allegation, or refer it to Customer or a third party for investigation, and Vendor reserves the right to remove or request the removal of the applicable content from the Web page or any other text or item linked to the Internet. If Customer refuses such request, Reseller may, at its option, immediately remove the subject Web page or other text or item from the Internet, suspend the Services provided hereunder, or terminate this Agreement. Kryptronic shall not be liable for any damages incurred by Customer as a result of such action.

Warranty and Limitation of Liability. Services provided by Kryptronic hereunder shall be performed in a professional and workmanlike manner and shall substantially conform with the description of Services set forth in the Package selected by Customer for the duration of the Agreement and any renewals thereof. Should Vendor breach this warranty, Customer shall so notify Vendor in writing, and Vendor shall use reasonable diligence to remedy such breach within thirty (30) days of receipt of Customer's notice. Should Vendor fail to remedy the breach within that time, Customer shall be entitled to a reasonable abatement of fees hereunder.

EXCEPT AS PROVIDED IN THIS PARAGRAPH, ALL SERVICES ARE DELIVERED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KRYPTRONIC BE LIABLE TO RESELLER OR CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE FEES ACTUALLY PAID BY CUSTOMER TO RESELLER FOR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL KRYPTRONIC BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

The foregoing limitations include and apply to, without limitation, any liability arising out of the performance or failure to perform of any hardware, software, or Internet connection, from any errors, omissions, interruptions in or failure to

provide Internet service; from interruptions in web page availability; from the consequences of computer viruses transferred over the Internet or otherwise; or from communication line failure, breach of security due to use of the Internet, or any loss of information or confidentiality due thereto.

Trademarks and Publicity. Reseller agrees not to use any of Kryptronic's trademarks, trade names, service marks, corporate names or logos or those of its affiliates ("Marks") on any press release, advertising or marketing materials without Kryptronic's prior written consent. Reseller agrees not to interfere or cause any third party to interfere with Kryptronic's intellectual property rights. Reseller acknowledges that the use of the Marks is limited to the use set forth in this Agreement and that Reseller has not acquired and will not acquire any ownership rights therein. Reseller will not alter the text or graphics in any artwork provided by Kryptronic. Reseller acknowledges Kryptronic's ownership of the Marks and agrees not to challenge such ownership rights and agrees that all use thereof inures to the benefit of Kryptronic. Kryptronic has the right to discontinue or alter the form, shape or artwork of the Marks. Reseller will maintain high-quality standards in the use of the Marks and not publish illegal materials or engage in illegal business activities in conjunction with any use of the Marks. Reseller will not use the Marks to disparage Kryptronic, its products or services, and agrees to abide by these terms and conditions. If Reseller is unable or unwilling to fully comply with these terms and conditions, Reseller's rights to use any of the Marks will terminate and Reseller will immediately cease all use of the Marks. Kryptronic reserves the right to review any and all of Reseller's use of the Marks to determine if such use is in compliance with this policy. Both parties may publicly release information related to this Agreement only with the written consent of the other party for each public statement or document.

Independent Contractors. It is expressly understood that the parties hereto are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed to be employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act on behalf of the other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other party except to the extent and for the purposes expressly provided for and set forth herein.

Waiver. The failure of either party to give notice of default or to enforce compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, will not constitute a permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions will remain at all times in full force and effect until modified by both parties in writing.

Amendment and Modification. This Agreement shall not be valid until signed and accepted by a signatory duly authorized to legally bind the parties hereto. No change, amendment, modification, termination or attempted waiver of any of the provisions set forth herein shall be binding unless made in writing and signed by a duly authorized representative of both parties hereto, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

Assignment. Reseller will not assign this Agreement or any rights under this Agreement without the prior written consent of Kryptronic, which consent will not be unreasonably denied or withheld. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and there respective successors or assigns.

Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes upon receipt only when mailed first class mail or by nationally recognized overnight courier service, duly addressed and with proper postage, to the address set forth below or such other address as may be provided by the other party in writing for the purpose of receiving such notices. All notices required under this Agreement shall be addressed as follows:

If to Kryptronic: Kryptronic
                                P.O. Box 7114
                                York, PA 17404

If to Reseller: _____
                                _____
                                _____
                                _____

Either party may change its address specified above by giving the other party notice of such change in accordance with this paragraph.

Jurisdiction. This Agreement and the relationship between the parties hereto will be governed by the laws of the State of Pennsylvania, United States of America.

Severability. In the event a court of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

Headings. The article and paragraph headings used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement and the terms and provisions herein.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together will constitute on and the same instrument.

Entire Agreement.   This Agreement, including any exhibits attached hereto, sets forth the entire agreement and understanding of the parties hereto and supersedes and merges any and all prior proposals, negotiations, representations, agreements, arrangements or understandings, both oral and written, relating to the subject matter hereof. The parties hereto have not relied on any proposal, negotiation or representation, whether written or oral, that is not expressly set forth herein.

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

Kryptronic: Reseller:

Dated: _____   Dated: _____

Signed: _____   Signed: _____

Title: _____   Title: _____