

Reseller Subscription Agreement.

1. SUBSCRIPTION

Software	With Bematech Hardware	Without Bematech Hardware
Allee	<input type="checkbox"/> <input type="checkbox"/> N/A	<input type="checkbox"/> <input type="checkbox"/> \$25/Station/Month
Premium	<input type="checkbox"/> <input type="checkbox"/> \$25/Station/Month	<input type="checkbox"/> <input type="checkbox"/> \$30/Station/Month
Standard Support Info		
<input type="checkbox"/> <input type="checkbox"/>	Extended Support Package - Extra \$10/Month	
<input type="checkbox"/> <input type="checkbox"/>	Onsite Training/Implementation - Prices Range	
<input type="checkbox"/> <input type="checkbox"/>	Number of Stations	
Billing Each month, Bematech will generate and provide a usage report to Reseller that includes all active subscriptions on the 26th day of the month. Reseller and its partners have 2 days to review and confirm the information or request within such 2-day period an amendment, together with documentary support for such amendment. If not amended, Bematech will issue an official invoice and Reseller will pay such invoice by credit card, check* or ACH* for payment. <small>*Check and ACH options only available for reseller who has credit terms with Bematech. Credit terms application is required.</small>		
Subscription Cancellation 30 day before the new subscription cycle starts.		

2. SITE INFORMATION

Company Name:			
Address 1:			
Address 2:			
City:	State:	Zip Code:	
Contact Name:			
Email:			
Phone:			
Site Info (If being shipped to different location)			
Address 1:			
Address 2:			
City:	State:	Zip Code:	
If multiple sites please indicate on End User Survey/ISV Questionnaire			

Customer Bill-to-Address (If Different from General Information)

Company Name:			
Address 1:			
Address 2:			
City:	State:	Zip Code:	
Contact Name:			
Email:			
Phone:			

3. CREDIT CARD

We appreciate your patronage of our business. For your protection, we require certain information in order to authorize billing to your credit card for your orders. Please complete the information requested and fax this form to (516)495-4075 or if you prefer, you may email it to AR@bematechus.com. Upon receipt of this form, **you will be contacted by our Finance Department by phone to obtain complete credit card information.** Please note that this authorization will be used to charge your credit card for the charges specified.

Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> AmEx <input type="checkbox"/> Discover		
Exp Date:		CVV:
Card Number (Last 4 Digits Only):		
Frequency: One-time payment of \$_____ Recurring payment of \$_____		
<u>*For recurring authorization, this authority is to remain in full force and effect until the COMPANY has received written notification from me of its termination in such time and in such manner as to afford the COMPANY a reasonable opportunity to act upon it.</u>		
Cardholder's Billing Address (If Different from Above):		
City:	State:	Zip Code:
I, _____, authorize Logic Controls Inc, hereinafter called the COMPANY, to charge my credit card listed above for the charges due to the COMPANY as specified.		
Cardholder's Signature: X _____		Date: _____
In order to safeguard your credit card information and to comply with industry data standards, the credit card number you supply to us will only be stored in a secure off-site electronic data storage vault and will not be visible to any persons.		

Reseller Agreement



This Reseller Agreement is made by and between Logic Controls, Inc. dba Bematech, 404 Sunport Lane, Suite 550, Orlando, Florida 32809 ("Bematech") and _____ with a principal place of business located at _____ ("Reseller"), and sets forth the terms and conditions by which Reseller and its affiliates may market and sublicense KitchenGo products, comprising of a kitchen automation application and statistic reporting, as well as certain Bematech hardware, software and related materials, Updates, Upgrades, together with applicable Documentation and access to the website (the "Site") (collectively, "Products"). Reseller's majority-owned subsidiaries and affiliates controlled by Reseller shall be entitled to place orders hereunder, provided that such affiliates specifically undertake to observe the provisions set forth herein.

1. GENERAL UNDERSTANDING

a. General. Bematech grants to Reseller, and Reseller accepts from Bematech, a non-exclusive and non-transferable right to promote, demonstrate, license, and otherwise market the Products and related services. Any software shall be provided solely in object code form to potential end users ("Customers") pursuant to a Bematech standard End User License Agreement within the Territory set forth in Exhibit A. Reseller may not appoint any other third person or entity to promote, license, distribute, demonstrate, or otherwise market the Products. Reseller understands and agrees that Products may contain proprietary information owned by a third party for which Bematech has obtained marketing rights; and such proprietary information remains the sole property of the owning third party.

b. Non-Exclusivity. Nothing herein shall be deemed to prevent Bematech, or any other party authorized by Bematech, from directly or indirectly promoting, soliciting, demonstrating and/or accepting orders for delivery, installation, use, and support of the Products within the Territory. Any such order will not be deemed a breach of this Agreement or entitle Reseller to any commission or other compensation.

c. Confidentiality. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information").

Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Bematech's proprietary technology, including Bematech services, software tools, hardware designs, algorithms, Software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Bematech or licensed to Bematech from a third party), including any derivatives, improvements, enhancements, or extensions of Bematech technology conceived, reduced to practice, or developed during the term of this Agreement by either party. The terms and conditions of this Agreement are also confidential. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of; this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringently as it takes to protect its own Confidential Information. Reseller will not, nor shall it allow the removal or defacement of any confidentiality, copyright or other proprietary

notice placed on the Products or other items of Confidential Information. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

2. RESELLER'S OBLIGATIONS

a. Marketing. Reseller will use reasonable best efforts throughout the Territory to (i) promote, solicit and obtain orders for the Products and related services, and (ii) develop and maintain the good will and reputation of Bematech. Reseller represents that it possesses the experience, skills, and resources required to carry out these sales, marketing, and service activities. Reseller shall notify Bematech prior to soliciting orders for Products from current Bematech customers or prospects or such orders shall be deemed invalid. Upon request from Bematech, Reseller will provide to Bematech verbal and written reports with its Customers feedback regarding the Products, including completion of any evaluation forms provided by Bematech and participate from time to time in meetings with Bematech to provide information for Bematech's sole use ("**Feedback**"). Reseller acknowledges that Bematech shall be free to use or implement any or all of the Feedback and that no payment, royalty or other consideration whatsoever shall be due to Reseller or Customers in connection with such Feedback.

b. Marketing Materials and Co-Marketing. If provided by Bematech, Reseller will use Bematech's brochures and other promotional literature describing the Products. Reseller may reproduce the marketing materials for distribution within the Territory provided all reproductions are accurate representations of the originals provided by Bematech, including all Bematech proprietary legends and copyright notices. The parties understand that in the future co-marketing situations beneficial to both parties may present themselves. Therefore, the parties agree that at such time they may discuss co-marketing opportunities and requirements and amend this Agreement to include such requirements and fees.

c. End User License Agreement. Reseller will promote, solicit and obtain orders for the Products and the support thereof using: (i) Bematech's standard end user license agreement which ships with the Products or (ii) if approved by Bematech, Reseller's agreement (collectively the "Reseller Product Agreement"). Bematech reserves the right to

reject the Reseller Product Agreement if, in Bematech's opinion, such agreement does not offer adequate protection for the Products. The terms and conditions of Bematech's standard end user license agreement are not subject to modification or negotiation; in all cases, the Customer's purchase order must stipulate that the terms and conditions of Bematech's end user license agreement shall be the sole governing document with respect to the Products and such purchase order must be attached to Reseller's order submitted to Bematech at time of order. Bematech reserves the right to reject any Reseller order submitted without a duly executed agreement or copy of Customer's purchase order stipulating the Reseller Product Agreement as the governing terms and conditions.

d. Support Services. Unless mutually agreed upon otherwise by the parties and so specified under an order, Reseller shall offer Level I support to Customers and Bematech shall offer Levels II and III Support Services to all Customers. Bematech may freely contact Customers, and if requested by Bematech, Reseller shall assist Bematech in making such contact in regards to Support Services.

e. Fees. The Product and license fees and the service fees for related installation, and support services within the Territory shall, unless otherwise established, be obtained by means of a written quotation from Bematech issued to Reseller prior to issuance of the order to Bematech. Reseller shall contact the Bematech designated contact ("Channel Director") to obtain the then current list price fees that shall be due to Bematech as set forth hereunder. Reseller is free to establish its Customer prices and discounts for the Products and related services, however such independent pricing shall not alter the fees due to Bematech from Reseller. Reseller will be solely responsible for obtaining payment from its Customers. Delays or failures in obtaining such payments will not affect Reseller's obligation to make payments to Bematech.

f. Records and Reports. Unless otherwise agreed, Reseller will maintain accurate records of its marketing and service activities under this Agreement, including (i) a current list of its Customers using the Products, (ii) copies of all Reseller Product Agreements executed with Customers; (iii) copy of Customer's purchase order referencing the appropriate license agreement; and (iv) copies of all

correspondence with Customers regarding the Products. Upon Bematech's reasonable request, Reseller will provide Bematech with such records.

g. References/Site Visits. Reseller agrees to use reasonable means to cooperate with Bematech to secure Customer's permission to be used, by Bematech and Reseller, as reference and to allow site visits by potential customers. Customers may provide information regarding the successful use of the Products; such information may be provided by telephone or site visits. Reseller further agrees to provide a mutually agreeable testimonial that may be used by Bematech in advertising and other promotional purposes.

h. Warranty. Except for those warranties and representations contained in Bematech's license, Reseller warrants and represents that it shall not provide any warranty to Customers or any third party that would be construed as, or interpreted to be binding upon Bematech. Further, when Reseller executes a Reseller Product Agreement with Customers, nothing hereunder shall be construed to cause Bematech to provide warranties, obligations or remedies to Customers, all such obligations shall be provided solely to Reseller as set forth herein.

3. BEMATECH'S OBLIGATIONS

a. Marketing Materials. Bematech may, if deemed appropriate by Bematech, provide Reseller, at no additional charge, with an initial supply of appropriate marketing materials and literature.

b. Technical Materials. Bematech will periodically provide Reseller with the technical materials for Reseller to install, support and otherwise service the Products within the Territory.

4. ORDERS AND DELIVERY

a. Placement. Reseller will place irrevocable orders for the Products directly with Bematech. All orders will be placed in writing and will contain all information reasonably required by Bematech, including the Customer's legal name, physical installation site for the Products, Bematech part number and product description, indication of the end user license agreement or Reseller Product Agreement as the sole governing terms and condition for the order. All orders must stipulate a physical address to be delivered FOB Shipping Point. Any terms or conditions in Reseller's purchase order that are in

addition to or inconsistent with the terms and conditions set forth herein are null and void and shall have no effect, even if Bematech accepts the order.

b. Acceptance. Provided Reseller is not in breach of any of its obligations hereunder, Bematech shall accept orders, which are submitted in accordance with this Agreement. Bematech reserves the right to: (i) reject any order that is submitted with additional or inconsistent terms or conditions, or provisions which are not in accordance with this Agreement; or (ii) fulfill an order which contains additional or inconsistent terms, conditions or provisions with the express understanding that such shall not apply to the order.

c. Delivery. Delivery shall be deemed to have occurred FOB Shipping Point and title and risk of loss shall pass to Reseller upon shipment.

5. PRICES AND PAYMENT

a. List Prices. Reseller will pay to Bematech, the then-current Bematech List Price of the Products (as provided by the Channel Director) for the Software specified in Exhibit A.

b. Changes. Bematech may change the List Prices and/or Upgrade Fees at any time; subject to any binding commitment that Bematech has made to Reseller for a valid quotation to a Customer.

c. Payment Terms. Reseller will pay all amounts due to Bematech by credit card from time to time as set forth in any order. If payment is not made and Reseller fails to remedy non-payment within ten (10) days of Bematech's request for payment, Reseller shall pay any late payment fee with accrued interest at the lesser of (i) Bematech's then current late fees, or (ii) the maximum interest allowable under the law. Reseller's failure or inability to collect fees from a Customer shall not preclude Reseller's obligations to pay Bematech all fees when due.

d. Taxes. All Fees set forth herein are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Products, except for net income, net worth or franchise taxes assessed on Bematech. Reseller will pay all other taxes, levies or similar governmental charges or provide Bematech with a certificate of exemption acceptable to the taxing authority. Any overpayment or under payments of taxes made hereunder shall be rectified

in a timely manner, each party bearing the responsibility to pay its portions of the applicable taxes.

e. Audit. Bematech may, upon reasonable notice to Reseller, periodically perform an audit of the payments made or to be made by Reseller to Bematech hereunder and associated books and records respecting any Customer. Reseller will reasonably cooperate with Bematech and provide Bematech with reasonable access to its books and records. Any sums found to be due to Bematech will immediately be paid by Reseller.

6. WARRANTIES AND REMEDIES

a. Limited Warranty. Bematech warrants for a period of ninety (90) days from the date of shipment of the Products that the medium and/or documentation is free from material defects in materials or workmanship under normal use and in accordance with the documentation supplied with the Products and that the Products will substantially perform the functions described in the documentation that ships with the Products, under normal conditions of use and when used in accordance with such documentation. **BEMATECH DOES NOT WARRANT, AND RESELLER ACKNOWLEDGES THAT BEMATECH DOES NOT WARRANT: A) THAT THE PRODUCTS ARE ADAPTED TO ANY RESELLER'S OR CUSTOMER(S)' NEEDS; B) THAT THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE WHICH RESELLER OR CUSTOMER MAY USE; AND C) THAT THE USE OF THE PRODUCTS MAY BE UNINTERRUPTED OR ERROR-FREE.** Reseller further acknowledges that (i) the prices and other charges contemplated under this Agreement are based on the limited warranty, disclaimer and limitation of liability specified in **Sections 6, 7 and 8** and (ii) such charges would be substantially higher if any of these provisions were unenforceable.

b. Remedies. Reseller's remedies under **Section 6.a.** shall be limited, at the sole option of Bematech (a) replacement or (b) correction. Any replacement or correction shall be covered by the remainder of the original warranty period.

c. Limitation. The warranties and remedies specified in this **Section 6** will **not** apply if the Product malfunctions are due to extrinsic causes, such as (i) natural disasters, including fire, smoke, water,

earthquakes or lightning, (ii) electrical power fluctuations or failures or electrochemical influences, (iii) the neglect or misuse of the Products or other failure to comply with the instructions set forth in the applicable user documentation, (iv) a correction or modification of the Products not provided by Bematech, (v) the failure to properly and promptly install the Products, (vi) a malfunction of the Customer's hardware equipment, or (vii) the combination or use of the Products with other software or equipment not provided, or approved by Bematech.

d. Disclaimer. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY BEMATECH OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.**

7. INDEMNIFICATION

a. Indemnity. If an action is brought against Reseller claiming that any Product infringes a patent or copyright, Bematech will defend Reseller at Bematech's expense and, subject to this **Section 7** and **Section 8**, pay the direct damages and costs finally awarded by a court of competent jurisdiction against Reseller in such infringement action, but only if (i) the Reseller notifies Bematech promptly upon learning that the claim might be, or has been asserted, (ii) Bematech has sole control over the defense of the claim and any negotiation for its settlement or compromise and (iii) the Reseller takes no action with respect to the claim that, in Bematech's judgment, is contrary to Bematech's interest.

b. Alternative Remedy. If a claim described in **Section 7.a.** may be or has been asserted, Reseller will permit Bematech, at Bematech's option and expense, to (i) procure the right to continue using the Product, (ii) replace or modify the Product to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Product in exchange for a refund of the discounted List Price that Reseller actually paid to Bematech for such Product, less depreciation based on a three (3) year straight-line depreciation schedule, and a pro rata share of the

discounted Support Fees that Reseller actually paid to Bematech for any un-used portion of the then-current period of support for the returned Product.

c. Limitation. Bematech will have no indemnity obligation to Reseller if the patent or copyright infringement claim results from (i) a correction or modification of the Product not provided by Bematech, (ii) the failure to promptly install an Upgrade that would have eliminated the actual or alleged infringement or (iii) the combination of the Product with other items not provided by Bematech, but only if the claim would not have arisen from use of the Bematech Product alone. With respect to any action specified in **Section 7.a.**, Bematech's sole liabilities and obligations and Reseller's sole rights and remedies with respect to indemnity will be as set forth in this **Section 7.**

8. NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES WILL BEMATECH BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF RESELLER, ITS APPOINTEES UNDER SECTION 1(A) HEREOF OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS, LATE DELIVERY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH BEMATECH MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO BEMATECH BY RESELLER FOR THE SPECIFIC ITEM THAT DIRECTLY CAUSED THE DAMAGE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 8 WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

9. INFORMATION

a. Ownership. All patents, copyrights, trade secrets and other proprietary rights in or related to the Product,

its documentation and other related materials are and will remain the exclusive property of Bematech. Reseller will not take any action that jeopardizes Bematech's proprietary rights or acquire any right in the Products or Confidential Information, except the limited rights specified in this Agreement. Bematech will own all rights in any copy, translation, modification, adaptation or derivation of the Product, marketing materials or other items of Confidential Information, including any improvement or development thereof. Nothing in this Agreement will be construed to convey any title or ownership rights in the Products to Reseller or its Customers. Neither Reseller nor its Customers will copy, translate, adapt, modify, reverse engineer, decompile, disassemble or apply any process, technique or procedure or make any attempt to ascertain or derive the source code to the Product.

b. Use. Reseller will use the Product and Confidential Information solely to perform its marketing and services activities pursuant to this Agreement.

c. Disclosure. Reseller will not disclose, in whole or in part, the Product, Confidential Information or any other item that Bematech designates as confidential to any person, except to (i) Customers to the extent contemplated under an executed Software License Agreement and (ii) those of Reseller's employees who require access to perform its obligations under this Agreement and have executed an agreement with confidentiality obligations substantially similar to those contained in this Agreement.

d. Unauthorized Use or Disclosure. Reseller acknowledges that any unauthorized use or disclosure of the Product or any other item of Confidential Information may cause irreparable damage to Bematech. If an unauthorized use or disclosure occurs, Reseller will promptly notify Bematech and take, at Reseller's expense, all steps which are necessary to recover the Product or Confidential Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If Reseller fails to take these steps in a timely and adequate manner, Bematech may take them in its own or Reseller's name and at Reseller's expense.

e. Limitation. Reseller will have no confidentiality obligation with respect to any portion of the Confidential Information that (i) Reseller independently knew or developed before receiving the Product or Confidential Information from Bematech, (ii) Reseller lawfully obtained from a third party under no obligation of confidentiality or (iii) became available to the public without violation of any agreement.

10. MARKS

a. Ownership. All trademarks, service marks, trade names, logos or other words or symbols identifying the Products or Bematech's business (the "Marks") are and will remain the exclusive property of Bematech. Reseller will not acquire any right in the Marks, except the limited use rights specified in **Section 10.b.** below.

b. Use. Reseller will use the Marks exclusively to advertise and promote the Software Products. All advertisements and promotional materials will clearly identify Bematech as the owner of the Marks, (ii) conform to Bematech's then-current trademark and logo guidelines. Before publishing or disseminating any advertisement or promotional materials bearing a Mark, Reseller will deliver a sample of the advertisement or promotional materials to Bematech for prior approval.

11. TERM AND TERMINATION

a. Term. This Agreement will become effective, as of the date first set forth above, and will remain in effect for two (2) years thereafter ("Initial Term"), unless earlier terminated as set forth hereunder. Upon the expiration of the Initial Term or a Renewal Term, this Agreement shall be automatically renewed for an additional one (1) year term ("Renewal Term"), except if either party gives the other party sixty (60) days notice of its election to terminate the Agreement or this Agreement is terminated as set forth hereunder.

b. Termination by Bematech. Bematech will have just cause to terminate this Agreement, without judicial or administrative notice or resolution, immediately upon notice to Reseller, if:

(1) Breach. Reseller or any of its employees breaches any obligation under this Agreement or any other agreement with Bematech, and Reseller fails to cure the breach to Bematech's satisfaction within thirty (30) days after it demands such cure. Where in Bematech's sole judgment a breach is not capable of cure, then Bematech may terminate this Agreement immediately upon notice to Reseller.

(2) Normal Business. Reseller ceases to conduct business in the normal course, is declared insolvent, undergoes any procedure for the suspension of payment, makes a general assignment for the benefit of creditors or a petition for bankruptcy, dissolution or liquidation is filed by or against it.

(3) Ownership or Control. The direct or indirect ownership or control of Reseller that exists on the

effective date of this Agreement changes in a manner that, in Bematech's judgment, may adversely affect Bematech's rights.

c. Termination by Reseller. Reseller will have just cause to terminate this Agreement, without judicial or administrative notice or resolution, immediately upon notice to Bematech, if:

(1) Breach. Bematech breaches any obligation under this Agreement and fails to cure the breach within thirty (30) days after it demands such cure.

(2) Normal Business. Bematech ceases to conduct business in the normal course, is declared insolvent, undergoes any procedure for the suspension of payment, makes a general assignment for the benefit of creditors or a petition for bankruptcy, dissolution or liquidation is filed by or against it.

d. Termination by Either Party. Either party may terminate this Agreement, at any time without judicial or administrative notice or resolution, by giving the other party at least sixty (60) days prior written notice of termination.

12. CONSEQUENCES OF TERMINATION

a. Termination Obligations. Upon the expiration or termination of this Agreement, all rights granted to Reseller hereunder will immediately cease, and Reseller will promptly comply with the termination obligations specified below and otherwise cooperate with Bematech to terminate relations in an orderly manner.

(1) Payments. Reseller will pay Bematech all due and outstanding amounts, as well as any amount that has accrued but not yet become due, the due date of which will be automatically accelerated to the date of expiration or termination of this Agreement. Reseller acknowledges that Customer shall have no rights to use the Products if payment has not been received from Reseller and Reseller shall indemnify and hold Bematech harmless from and against any Customer claim.

(2) Products. Reseller will cease use of, and remove from its computer systems, storage media and other files, and shall deliver to Bematech all Products and related materials within Reseller's possession or control.

(3) Materials. Reseller will, at Bematech's option, destroy or deliver to Bematech or its designee all items within Reseller's possession or control that contain any Confidential Information or bear a Mark.

(4) Agreements. Reseller will, at Bematech's request, assign or perfect the assignment to Bematech or its designee any end user license agreements and such other Customer agreements that Bematech may designate, and Reseller will notify these Customers of such assignment.

(5) Customer Information. Reseller will immediately deliver details of its Customer records, billing procedures and prospective Customer records in connection with its activities under this Agreement.

b. Survival. The provisions of **Sections 2, 7, 8, 9, 12, 13, 14, 17, 19 and 20** will survive the expiration or termination of this Agreement. Expiration or termination of this Agreement shall not affect the validity of any software license in effect between Customer and Bematech or Reseller, as the case may be.

13. U.S. EXPORT RESTRICTIONS

Reseller acknowledges that the Products and all related technical information, documents and materials are subject to export control regulations, including without limitation the U.S. Export Administration Regulations. Reseller will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with Bematech in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products in violation of any then current U.S. Export Administration Regulation or Executive Order, non-U.S. law or regulation or any specific term of this Agreement.

14. INDEPENDENT PARTIES

Reseller and Bematech are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, partner, joint venture or legal representative of the other party. Except as otherwise provided in this Agreement, neither party will have nor represent itself to have any authority to bind the other party or act on its behalf.

15. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as

natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. These causes will not excuse Reseller from paying accrued amounts due to Bematech through any available lawful means acceptable to Bematech. If any of these causes continue to prevent or delay performance for more than ninety (90) days, Bematech may terminate this Agreement, effective immediately upon notice to Reseller.

16. NOTICES

Any notice, approval or other communication required or permitted under this Agreement will be sent in writing by email transmission, fax, courier or first class mail, return receipt requested, to the address specified below or to any other address that may be designated by prior notice. If email transmission is utilized, confirmation must also be sent by first class mail, return receipt requested. Any notice or other communication delivered by fax or courier (with confirmation) will be deemed to have been received the day after it is sent. Any notice or other communication sent by mail will be deemed to have been received on the fifth (5th) day after its date of posting.

If to Reseller:

Tel: _____

Fax: _____

Email: _____

If to Bematech:

Logic Controls, Inc. dba Bematech
404 Sunport Lane, Suite 550
Orlando, Florida 32809
Tel. 516-248-0400 ext.1426
Fax. 516-495-4075
Email: sales@bematchechus.com

17. ASSIGNMENT, MODIFICATION

Reseller may not assign, delegate, sub-contract or otherwise transfer this Agreement or any of its rights or obligations without Bematech's prior written approval. Any attempt to do so without Bematech's approval will

be void. Bematech may assign this Agreement or any of its rights or obligations, upon notice to Reseller, (i) to a related company or (ii) to an unrelated company pursuant to a sale, merger or other consolidation of Bematech or any of its operating divisions. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought.

18. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the remaining enforceable portion of the provision or any other provisions of this Agreement, but the parties will endeavor in good faith to substitute for such unenforceable provision a lawful provision that most closely approximates its purpose, unless Bematech deems the unenforceable provision to be essential to this Agreement, in which case Bematech may terminate this Agreement, effective immediately upon notice to Reseller.

19. DISPUTE RESOLUTION. GOVERNING LAW

This Agreement shall be construed to be governed by the substantive laws of the State of New York, excluding its rules concerning conflicts of laws. Neither the provisions of the Uniform Computer Information Transactions Act (UCITA) nor the United Nations Conventions on the Sale of Goods shall apply. Each party consents to the sole and exclusive jurisdiction by the federal or state courts located in the State of New York over the parties and any disputes arising hereunder. Reseller shall comply with all applicable laws and regulations.

20. ENTIRE AGREEMENT

This Agreement and its Exhibits constitutes the complete and entire statement of all terms, conditions and representations of the agreement between Bematech and Reseller with respect to its subject matter and supersedes all prior writings or understandings.

WITNESS WHEREOF, the parties' duly authorized representatives have executed below.

Reseller:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Logic Controls, Inc. dba Bematech

Signed: _____

Printed Name: _____

Title: _____

Date: _____