

# Reseller Subscription Agreement.

## 1. SUBSCRIPTION

Software	With Logic Controls Hardware		Without Logic Controls Hardware	
Allee	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Premium	<input type="checkbox"/>	<input type="checkbox"/>	\$25/Station/Month	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	\$30/Station/Month	<input type="checkbox"/>
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"/>	Length of Agreement (Months)		
<b>Billing</b> Each month, Logic Controls 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, Logic Controls 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 Logic Controls. Credit terms application is required.</small>				
<b>Subscription Cancellation</b> 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@LogicControlsus.com](mailto:AR@LogicControlsus.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.

<b>Card Type:</b> <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> AmEx <input type="checkbox"/> Discover		
<b>Exp Date:</b>		<b>CVV:</b>
<b>Card Number (Last 4 Digits Only):</b>		
<b>Frequency:</b> One-time payment <input type="checkbox"/> Recurring payment <input type="checkbox"/>		
<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>		
Net Terms		
<b>Cardholder's Billing Address (If Different from Above):</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
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.		
<b>Cardholder's Signature:</b> X _____		<b>Date:</b> _____
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 Logic Controls, 404 Sunport Lane, Suite 550, Orlando, Florida 32809 ("Logic Controls") 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 Logic Controls 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.** Logic Controls grants to Reseller, and Reseller accepts from Logic Controls, 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 Logic Controls 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 Logic Controls 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 Logic Controls, or any other party authorized by Logic Controls, 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, Logic Controls' proprietary technology, including Logic Controls' 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 Logic Controls or licensed to Logic Controls from a third party), including any derivatives, improvements, enhancements, or extensions of Logic Controls 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 Logic Controls. Reseller represents that it possesses the experience, skills, and resources required to carry out these sales, marketing, and service activities. Reseller shall notify Logic Controls prior to soliciting orders for Products from current Logic Controls customers or prospects or such orders shall be deemed invalid. Upon request from Logic Controls, Reseller will provide to Logic Controls verbal and written reports with its Customers feedback regarding the Products, including completion of any evaluation forms provided by Logic Controls and participate from time to time in meetings with Logic Controls to provide information for Logic Controls' sole use ("**Feedback**"). Reseller acknowledges that Logic Controls 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 Logic Controls, Reseller will use Logic Controls' 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 Logic Controls, including all Logic Controls 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) Logic Controls' standard end user license agreement which ships with the Products or (ii) if approved by Logic Controls, Reseller's agreement (collectively the "Reseller Product Agreement"). Logic Controls reserves the right to

reject the Reseller Product Agreement if, in Logic Controls' opinion, such agreement does not offer adequate protection for the Products. The terms and conditions of Logic Controls' 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 Logic Controls' 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 Logic Controls at time of order. Logic Controls 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 Logic Controls shall offer Levels II and III Support Services to all Customers. Logic Controls may freely contact Customers, and if requested by Logic Controls, Reseller shall assist Logic Controls 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 Logic Controls issued to Reseller prior to issuance of the order to Logic Controls. Reseller shall contact the Logic Controls designated contact ("Channel Director") to obtain the then current list price fees that shall be due to Logic Controls 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 Logic Controls 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 Logic Controls.

**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 Logic Controls' reasonable request, Reseller will provide Logic Controls with such records.

**g. References/Site Visits.** Reseller agrees to use reasonable means to cooperate with Logic Controls to secure Customer's permission to be used, by Logic Controls 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 Logic Controls in advertising and other promotional purposes.

**h. Warranty.** Except for those warranties and representations contained in Logic Controls' 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 Logic Controls. Further, when Reseller executes a Reseller Product Agreement with Customers, nothing hereunder shall be construed to cause Logic Controls to provide warranties, obligations or remedies to Customers, all such obligations shall be provided solely to Reseller as set forth herein.

### **3. LOGIC CONTROLS' OBLIGATIONS**

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

**b. Technical Materials.** Logic Controls 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 Logic Controls. All orders will be placed in writing and will contain all information reasonably required by Logic Controls, including the Customer's legal name, physical installation site for the Products, Logic Controls 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 Logic Controls accepts the order.

**b. Acceptance.** Provided Reseller is not in breach of any of its obligations hereunder, Logic Controls shall accept orders, which are submitted in accordance with this Agreement. Logic Controls 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 Logic Controls, the then-current Logic Controls List Price of the Products (as provided by the Channel Director) for the Software specified in Exhibit A.

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

**c Payment Terms.** Reseller will pay all amounts due to Logic Controls 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 Logic Controls' request for payment, Reseller shall pay any late payment fee with accrued interest at the lesser of

(i) Logic Controls' 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 Logic Controls 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 Logic Controls. Reseller will pay all other taxes, levies or similar governmental charges or provide Logic Controls 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.** Logic Controls may, upon reasonable notice to Reseller, periodically perform an audit of the payments made or to be made by Reseller to Logic Controls hereunder and associated books and records respecting any Customer. Reseller will reasonably cooperate with Logic Controls and provide Logic Controls with reasonable access to its books and records. Any sums found to be due to Logic Controls will immediately be paid by Reseller.

## **6. WARRANTIES AND REMEDIES**

**a. Limited Warranty.** Logic Controls 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. **LOGIC CONTROLS DOES NOT WARRANT, AND RESELLER ACKNOWLEDGES THAT LOGIC CONTROLS 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 Logic Controls (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 Logic Controls, (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 Logic Controls.

**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 LOGIC CONTROLS 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, Logic Controls will defend Reseller at Logic Controls' 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 Logic Controls promptly upon learning that the claim might be, or has been asserted, (ii) Logic Controls 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 Logic Controls' judgment, is contrary to Logic Controls' interest.

**b. Alternative Remedy.** If a claim described in **Section 7.a.** may be or has been asserted, Reseller will permit Logic Controls, at Logic Controls' 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 Logic Controls 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 Logic Controls for any un-used portion of the then-current period of support for the returned Product.

**c. Limitation.** Logic Controls 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 Logic Controls,

(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 Logic Controls, but only if the claim would not have arisen from use of the Logic Controls Product alone. With respect to any action specified in **Section 7.a.**, Logic Controls' 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 LOGIC CONTROLS 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 LOGIC CONTROLS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO LOGIC CONTROLS 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 Logic Controls. Reseller will not take any action that jeopardizes Logic Controls' proprietary rights or acquire any right in the Products or Confidential Information, except the limited rights specified in this Agreement. Logic Controls 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 Logic Controls 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 Logic Controls. If an unauthorized use or disclosure occurs, Reseller will promptly notify Logic Controls 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, Logic Controls 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 Logic Controls, (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 Logic Controls' business (the "Marks") are and will remain the exclusive property of Logic Controls. 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 Logic Controls as the owner of the Marks, (ii) conform to Logic Controls' 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 Logic Controls 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 Logic Controls.** Logic Controls 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 Logic Controls, and Reseller fails to cure the breach to Logic Controls' satisfaction within thirty (30) days after it demands such cure. Where in Logic Controls' sole judgment a breach is not capable of cure, then Logic Controls 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 Logic Controls' judgment, may adversely affect Logic Controls' 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 Logic Controls, if:

**(1) Breach.** Logic Controls breaches any obligation under this Agreement and fails to cure the breach within thirty

(30) days after it demands such cure.

**(2) Normal Business.** Logic Controls 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 Logic Controls to terminate relations in an orderly manner.

**(1) Payments.** Reseller will pay Logic Controls 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 Logic Controls 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 Logic Controls all Products and related materials within Reseller's possession or control.

**(3) Materials.** Reseller will, at Logic Controls' option, destroy or deliver to Logic Controls 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 Logic Controls' request, assign or perfect the assignment to Logic Controls or its designee any end user license agreements and such other Customer agreements that Logic Controls 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 Logic Controls 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 Logic Controls 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 Logic Controls 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 Logic Controls through any available lawful means acceptable to Logic Controls. If any of these causes continue to prevent or delay performance for more than ninety (90) days, Logic Controls 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 (5<sup>th</sup>) day after its date of posting.

If to Reseller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

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

If to Logic Controls:

**Logic Controls, Inc. dba Logic  
Controls 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 Logic Controls' prior written approval. Any attempt to do so without Logic Controls' approval will

be void. Logic Controls 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 Logic Controls 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 Logic Controls deems the unenforceable provision to be essential to this Agreement, in which case Logic Controls 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 Logic Controls 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 Logic Controls**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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