DidItBetter Software solutions complement & add functionality to your
Microsoft Exchange, Microsoft Outlook, Microsoft Office and mobile devices!

Thank you for your recommending our DidItBetter Software solutions and welcome the opportunity to work with you in introducing our innovative solutions to your clients. We invite you to join the DidItBetter Software Authorized Reseller team.
Our company has been in business since 1988 and as the pioneer of Exchange public folder & Outlook folder synchronization products, we have developed and enhanced our sync solutions over the last decade to meet our customers' changing sync needs in the workplace and on the go. We offer server-side (Add2Exchange), client-side (Add2Outlook) and a hosted sync solution (hosted Exchange + hosted Add2Exchange). Because every company is not structured the same, our solutions were designed to handle multiple sync scenarios allowing our customers to tailor Add2Exchange to meet their sync needs. For mobile device & smartphone users, our sync solutions benefit those who want to synchronize Exchange public folders to the personal folder which is where it needs to be in order for the mobile device's sync software to get to it.

Consider our solutions if you are an IT consultant, value added reseller, or network/systems integrator who recommends or supports Microsoft Exchange, Outlook, Office products, mobile devices, BES, and have clients who would benefit from:
- Helpful, easy-to-use Microsoft Exchange / Outlook Add Ins for Outlook folder synchronization of calendars, contacts, tasks, posts or have a need for Active Directory GAL Sync.
- Exchange public folder sync solutions for mobile & smartphone users (for example, iPhone, iPad, Androids, Blackberry).
- Server-based and centralized folder creation and management solutions to clone Outlook folders.
- Group/interoffice task management & team collaboration solutions.
- CRM: Simple Contact & Lead Management & Marketing Solutions for Microsoft Office users.

Authorized Reseller Benefits
- Active authorized resellers are eligible for leads in their area.
- Free 21-day fully functional trial versions available for download from the web for your customers to try our solutions in their environment.
- Attractive reseller pricing and new revenue opportunities for your company. Please refer to Exhibit A in the reseller agreement for authorized reseller discount schedule.
- We offer one **not-for-resale (NFR) copy** of each DidItBetter Software solution at a special discount to your company for use and demonstration purposes in your company.
  - Earn a free NFR: When you resell $5,000 in license and value bundle orders in one calendar quarter, you will receive one free NFR for use in your organization of our Add2Exchange Enterprise Sync Suite with an unlimited relationships license with 1 year software assurance.
  - You may also purchase a NFR copy at a special VAR discount:
    - 50% discount off the regular price of Add2Exchange Enterprise Sync Suite (all 4 folder types) Value Bundle NFR license
    - 30% discount off the regular price of Add2Exchange Enterprise Sync Suite license with add-on tools
    - 30% discount off the regular retail price of any TaskController unlimited user license
    - 25% discount off the regular retail price of any Add2Outlook Sync Suite license for a single EOU on 1 server or any DidIT! CRM 10 (or more) user license

    NOTE: One NFR copy per solution per authorized reseller organization. Only the above listed licenses are available as NFRs. NFR discount on one license only - discount not applicable to support services or additional EOU/server license.

Please review our solutions at **www.diditbetter.com**. If you feel your customers would benefit from our solutions and you are ready to join our reseller team, please complete and return the attached Reseller Profile & Agreements. If you're interested in reselling our Hosted Services, please ask for our Hosted Solution Reseller Kit.

Get Started Today! It's FREE to join! If you have any questions, please email us at PartnerPrograms@diditbetter.com
We look forward to the working with you!

DidItBetter Software

Take a few minutes to visit our web site to learn more about our solutions and to download your FREE trial versions www.diditbetter.com.
1. To become a DidItBetter Software Authorized Reseller, please complete the following pages and fax to 813-972-7986. Please complete all the information requested so there is no delay in processing your application.
2. Also mail the signed original agreements to: Advantage International Inc., ATTN: DidItBetter Software Channel Programs 17633 Gunn Hwy, #149, Odessa, Florida 33556 USA

Make sure you enclose completed and signed: ❑ Non-Disclosure Agreement ❑ Reseller Profile (2 pages)
❑ Reseller Agreement ❑ A copy of your State Reseller Certificate

DidItBetter Software Reseller Profile

Company Name: _____

Company Mailing Address: _____

_____

Company Billing Address: ❑ Same As Mailing _____

_____

Main Phone Number: _____ Ext: _____ Email: _____

Fax Number: _____ Website: _____

Resale Certificate Number: _____ Please provide copy of resale certificate with this application.

# of Employees: _____ # of Salespeople: _____ Years In Business: _____

Is this the Corporate Office? ❑ Yes ❑ No If not, list location of corporate office: _____

Other Locations: Please list all your locations or provide a link to your website page listing your locations. _____

_____

Contacts

Purchasing Contact: _____ Email: _____

*To purchase online with your reseller discount reflected, Purchasing Contact/Cardholder must register for an account at www.diditbetter.com and email name, company, and user name to PartnerPrograms@diditbetter.com. Your online store reseller discount will be applied to this account.

Sales Contact: _____ Email: _____

Technical Support Contact: _____ Email: _____

A/P Contact: _____ Email: _____

Marketing Contact: _____ Email: _____

Manager: _____ Email: _____

Owner: _____ Email: _____

Who is authorized to place orders for licenses, support, renewals, add ons:

on our online store? _____

by phone/fax? _____

Business Type

Which best describes your company? ❑ IT Consultant ❑ Value Added Reseller ❑ Corporate Reseller ❑ Online Retailer ❑ Systems Integrator

❑ ASP ❑ MS Exchange Service Provider ❑ Retail Store ❑ Distributor ❑ OEM/Systems Builder ❑ Mobile Carrier ❑ Other _____

What percentage of your business is: ❑ Academic___% ❑ Business ____% ❑ Government ___% ❑ NonProfit Groups ___%

To which industries or markets do you primarily sell to? _____

Into which regions/territories do you primarily sell into? _____

Brief Company Description _____

_____

_____

List products and services sold _____

Please estimate the annual number of units/seat as your organization will sell? _____

What benefits/qualities do you find most valuable when working with a software manufacturer? _____

_____

How do you plan to actively promote and sell our solutions? _____

_____

What sales tools do you find the most effective and helpful? _____

_____

Do you send regular mailings to your customers? ❑ Yes   ❑ By Email   How often? _____

What percentage of your clients use:

Microsoft Exchange?	_____	iPads?	_____
Small Business Server?	_____	iPhones?	_____
Microsoft Office?	_____	Androids?	_____
Microsoft CRM?	_____	BlackBerry devices?	_____
Hosted Solutions?	_____	Other mobile devices (please specify)?	_____
Smartphones?	_____		_____
Tablets?	_____		_____

Which IT publication(s), business magazines or trade journals do you read regularly? _____

_____

Which website(s) do you visit regularly for information or research? _____

_____

Which social media is used in your marketing? _____

Which search engine(s) do you use the most? _____

List any user groups or professional associations you belong to and any certifications you or your company hold:

_____

_____

We do not send daily/weekly emails to our resellers. Please advise how often you prefer to be kept informed via email about announcements, update releases, new solutions, and other important reseller information: ❑ Monthly ❑ Quarterly ❑ Anytime New Information is Available

How did you hear about DidItBetter Software solutions? _____

Do you have an end user who is interested in purchasing a DidItBetter Software product within the next 20 days? ❑ Yes ❑ No

Other Information How did you hear about our products?   ❑ Ad   List Publication: _____

❑ Search Engine (please specify): _____   ❑ Product Review in : _____

❑ Website (please specify): _____   ❑ Forum/Blog (please specify): _____

❑ Social Media(please specify):: _____   ❑ Other (please specify): _____

❑ Referral: _____

DidItBetter Software

Non-Disclosure Agreement

This Agreement, effective as of _____ , 201___ ("Effective Date"), is made between Advantage International, Inc. / DidItBetter Software ("DIDITBETTER SOFTWARE") a Florida corporation, with its principle offices at 17633 Gunn Highway, #149, Odessa, Florida 33556 USA, and

_____ ("Reseller") with its principal offices located at _____

_____ .

WITNESSETH

WHEREAS, DIDITBETTER SOFTWARE and Reseller, intend to engage in general business discussions, and

WHEREAS, in the course of, or as a result of these discussions DIDITBETTER SOFTWARE may find it necessary to reveal to representatives of Reseller, various technical, marketing, financial, or other information which DIDITBETTER SOFTWARE considers confidential and proprietary (collectively " Confidential Information"); and

WHEREAS, DIDITBETTER SOFTWARE and Reseller have entered into this Agreement in order to assure the confidentiality of such Confidential Information in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. As used in this Agreement, the term "Confidential Information" shall mean all information disclosed to Reseller, or known by it as a consequence of any such disclosure about trade secrets of DIDITBETTER SOFTWARE or confidential or proprietary information relating to DIDITBETTER SOFTWARE products, processes and services, including, but not limited to, information relating to financials, research, development, inventions, manufacture, purchasing, engineering, marketing, merchandising and selling, whether such information is in writing or orally disclosed.

2. Except as may otherwise be hereafter agreed to in a written agreement or agreements between DIDITBETTER SOFTWARE and Reseller, Reseller agrees that it shall hold in confidence, and shall not directly or indirectly reproduce, disclose, sell, assign, transfer, license, lease, use or convey in any other manner, in whole or in part such Confidential Information for any purpose other than that for which it was disclosed and shall not exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of DIDITBETTER SOFTWARE; nor shall such Confidential Information be used in any way detrimental to DIDITBETTER SOFTWARE. In the event DIDITBETTER SOFTWARE discloses Confidential Information to Reseller in the form of computer software, Reseller further agrees not to reverse engineer, disassemble or decompile the Confidential Information.

3. Reseller shall disclose Confidential Information received by it under this Agreement only to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties including the following, directors, officers, or employees of Reseller who require such material for the purposes of this Agreement, provided that each, prior to disclosure, are bound by a signed written agreement to protect the confidentiality of such Confidential Information.

4. The confidentiality and non-disclosure obligations of Reseller under this agreement will not apply with respect to any information which:
   a. is or becomes public knowledge through no wrongful act of Reseller;
   b. is already known to Reseller;
   c. is rightfully obtained by Reseller from any third party without similar restriction and without breach of any obligation owed to DIDITBETTER SOFTWARE International;
   d. is independently developed by Reseller without reference to information provided by DIDITBETTER SOFTWARE;
   e. is disclosed pursuant to a lawful requirement or request of a government agency provided Reseller shall give DIDITBETTER SOFTWARE reasonable notice prior to such disclosure and shall comply with any applicable protective order; or
   f. is approved for release by written authorization of DIDITBETTER SOFTWARE.

5. The foregoing understanding shall also apply to any subsequent meetings or communications between the parties relating to disclosures by DIDITBETTER SOFTWARE of any Confidential Information unless modified in writing as to any such subsequent meetings or communications.

6. Reseller shall, upon request of DIDITBETTER SOFTWARE, return to DIDITBETTER SOFTWARE all drawings, documents, exhibits, sketches, models, designs, data, memoranda, tapes, records, products, samples and any other tangible manifestations of Confidential Information received by Reseller pursuant to this agreement together with all copies or any other form of reproduction or description thereof, including summaries, records, descriptions, modifications, copies or other duplications.

7. Reseller acknowledges that no remedy of law will be adequate to compensate DIDITBETTER SOFTWARE for violation of this Agreement and Reseller agrees that in addition to any legal or other rights that may be available to DIDITBETTER SOFTWARE in the event of a breach hereunder, DIDITBETTER SOFTWARE may seek equitable relief to enforce this Agreement in any court of competent jurisdiction against Reseller.

8. Reseller hereby acknowledges that all such Confidential Information is owned solely by DIDITBETTER SOFTWARE, shall remain the exclusive property of DIDITBETTER SOFTWARE and constitutes valuable trade secrets of DIDITBETTER SOFTWARE and that the unauthorized disclosure of such information by Reseller will cause irreparable harm to DIDITBETTER SOFTWARE.

9. GENERAL:

   a. This Agreement supersedes all prior agreements, written or oral, between DIDITBETTER SOFTWARE International and Reseller relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by DIDITBETTER SOFTWARE and Reseller.
   b. This Agreement shall be binding upon Reseller, its agents, servants, employees, successors and assignees, and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, this Agreement may not be assigned by either party without the prior written consent of the other parties.
   c. Any provision of this Agreement which shall be found to be in conflict with any state or federal statutes, laws, regulations and orders shall be ineffective only to the extent of such conflict, and such conflict shall not invalidate or annul any other provision of this Agreement not so in conflict.
   d. This Agreement and all rights and obligations hereunder shall be governed and construed in accordance with the laws of the State of Florida (excluding its conflict of law provisions) and, to the extent applicable, the laws of the United States.

   IN WITNESS WHEREOF, DIDITBETTER SOFTWARE and Reseller have causes this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

Reseller: _____   DIDITBETTER SOFTWARE

By: _____   By:_____
Signature of Authorized Reseller Representative

_____   _____
Printed Name & Title

Date:_____

DidItBetter Software™ Authorized Reseller Agreement

THIS AGREEMENT (the "Agreement') is made and entered into this _____ (date) by and between Advantage International, Inc. (DBA: DidItBetter Software, hereinafter "DIDITBETTER SOFTWARE") and _____ (hereinafter "Reseller").

W I T N E S S E T H:

WHEREAS, DIDITBETTER SOFTWARE is in the business of providing software products; and

WHEREAS, Reseller has certain business relationships and access to business customers who may be desirous of purchasing DidIT! contact management, communications and marketing software; and

WHEREAS, DIDITBETTER SOFTWARE has agreed to engage Reseller pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and warranties which appear below, and intending to be legally bound thereby, the parties hereby agree as follows:

ARTICLE I: UNDERTAKING OF THE PARTIES

1.1. **Acceptance.** Reseller's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Reseller's written acknowledgment hereof , (b) Reseller's acceptance of any shipment of any part of the items specified for delivery on the quote, packing slip, or invoice document hereof (the "Products"), (c) Reseller's failure to acknowledge or reject their terms and conditions in writing within 30 business days from invoice date, or (d) any other act or expression of acceptance by Reseller. Reseller's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception and any term, condition, or proposal hereafter submitted by (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by DIDITBETTER SOFTWARE. DIDITBETTER Software silence or failure to respond to any such subsequent term, condition or proposal shall not be deemed to be DIDITBETTER Software acceptance or approval thereof.

1.2. **Formation.** DIDITBETTER SOFTWARE hereby appoints Reseller on a non-exclusive basis to actively sell and promote the use of DIDITBETTER Software to Reseller's customers (hereinafter, "Customer").

1.3. **Authority of Reseller.** Reseller hereby agrees to actively sell and promote the use of DIDITBETTER Software to its end users. DIDITBETTER SOFTWARE requires that the software be resold by the Reseller at the Suggested Retail Price (SRP) as listed online at www.DidItBetter.com. DidItBetter Software Reseller is not authorized to sell solutions higher than published SRP. Reseller shall have no right to enter into a contract on DIDITBETTER Software's behalf.

1.4. **Reseller's Authorizations.** Reseller shall secure and maintain, at its sole expense, all licenses and permits required by federal, state or municipal law or regulation for its and its employees, agents or other representatives, to ensure Reseller's lawful performance of this Agreement.

ARTICLE II: COLLECTION, DELIVERY, AND PRODUCT RETURN

2.1. **Billing and Collection.** Resellers agree to pay by credit card – Visa, Mastercard, Discover or American Express - at the time the order is placed. DIDITBETTER SOFTWARE has two Resellers, an Electronic Resale Reseller and a Packaged Product Resale Reseller. Activation keys will be issued to end users when payment for solutions is received.

The Electronic Resale Reseller makes his own physical copies of Trial CDs or makes the Trial version available over the internet. These "Trial CDs" cannot be sold for more than $1.00, the price to be determined to cover the cost of the duplication, and must be stamped with the word "Free Trial" in a 20 point font. This form of distribution in no way constitutes the purchase of a valid license from ODS. Instead or in addition, an Electronic Resale Reseller can provide links to the downloaded version from an FTP site. In both cases the Reseller is issued a key Reseller file that the Reseller puts onto the CD or web-download. The FTP downloads must be made available at no charge, and in no way constitutes the purchase of a valid license from ODS. The web page that calls the download must have the word "Free Trial" in the highlighted hyperlink. Any subsequent purchase and install that results in a registration and purchase of the software will automatically give commissions to both types of Resellers. Commissions are paid to the Reseller in a manner and a timeframe as set forth herein.

The Packaged Product Resale Reseller buys software packages and is invoiced for the product at a cost that is consistent with the Reseller Program structure in place at the time of sale. Reseller shall bear all applicable federal, state municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated, levied on this sale or the Products (or the delivery thereof) or measured by the purchase price hereunder. (DIDITBETTER Software prices are for the license, upgrade assurance programs only, and do not include such taxes, fees and charges, shipping and any such expenses will be additionally added to the final invoice.) Exemption certificates must be presented annually prior to shipment if they are to be honored. Failure to make payment on terms within 10 days of date of the order will result in late charges and interest charges as allowed by the State of Florida. Activation keys will be issued to end users when payment for solutions is received.

2.2. **Reseller Discounts.** Reseller is entitled to Reseller Discount Pricing as set forth in Exhibit A. These discounts are passed to the Reseller only, and DIDITBETTER SOFTWARE requires that the software be resold by the Reseller at the Suggested Retail Price (SRP) as listed online at www.DidItBetter.com or in Reseller Kit. DIDITBETTER SOFTWARE reserves the right to modify the Reseller Discount schedule at any time provided that such modification will not impact sales already submitted by Reseller. If there is a change in price, the Reseller will be notified at the time of purchase and given the opportunity to modify their order. Any pending orders or quotes in our system will be honored at the rates in effect at the time of the quote, if it is dated within 15 days of price change. For such modification, email shall be an acceptable form of communication.

2.3. **Delivery.** Unless otherwise agreed in writing, delivery shall be made in accordance with DIDITBETTER Software shipping policy in effect on the date of shipment. Title to, and all risk of loss or damage with respected to, the Products shall pass to Reseller upon delivery by DIDITBETTER SOFTWARE to the carrier or Reseller's representative at the DIDITBETTER Software warehouse or plant. Delivery is subject to the payment provisions set forth herein and to DIDITBETTER SOFTWARE receipt from Reseller of all necessary information and documentation from Reseller, including all import certificates, license and other documents as may required from Reseller for export of the Product. Reseller shall promptly notify DIDITBETTER SOFTWARE no later than7 days from invoice date, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to file any such notice within such time shall be deemed an acceptance in full of any such delivery. DIDITBETTER SOFTWARE shall not be liable for any shipment delays beyond the reasonable control of DIDITBETTER SOFTWARE which affect DIDITBETTER SOFTWARE or any of DIDITBETTER Software suppliers. Including but not limited to delays caused by unavailability or shortages of Product from DIDITBETTER Software suppliers, natural disasters, acts of war, acts or omissions of Reseller, fire, strike, riot, or government interference, unavailability or shortage of materials, labor, fuel, or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

2.4. **Product Returns.** Return of Products purchased hereunder, whether for stock balancing purposes or because such Products are claimed to be defective, shall be governed by DIDITBETTER Software Product Return policies at any time. All sales are final on software licenses, upgrade assurance, add ons, and support programs. No refunds or returns once DidItBetter Software solution(s) and services are purchased. The reason for this policy is DIDITBETTER SOFTWARE offers a timed, fully functional trial version available for Reseller and End User to download, install and fully test the product in advance to make sure it fits the needs of End User and Reseller may receive email support on the product prior to purchasing. Although DIDITBETTER Software policies may permit Reseller to return Products claimed to be defective under certain circumstances, DIDITBETTER SOFTWARE makes no representations or warranties of any kind with respect to the Products. DIDITBETTER SOFTWARE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTY. The right to return defective products, as previously described, shall constitute DIDITBETTER Software sole liability and Reseller's exclusive remedy in connection, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, or otherwise.

ARTICLE III: TERM OF AGREEMENT
3.1. **Term; Renewal.** This Agreement shall commence on the date that DIDITBETTER SOFTWARE confirms acceptance of the Agreement by notifying the Reseller of said acceptance via e-mail and may be terminated by either party at any time in writing.

ARTICLE IV: MARKETING AND SALES SUPPORT
4.1 **DIDITBETTER SOFTWARE Sales Support.** During the term hereof, DIDITBETTER SOFTWARE shall provide Reseller with the following pre-sales support: DIDITBETTER SOFTWARE will provide Reseller with product information, comparison charts, and other helpful solution information on its website and/or in PDF format available for download from website. Reseller will also receive technical support via email for licensed End User while licensed End User is enrolled in an upgrade assurance program. Additional technical support options are available for Resellers who require phone or remote administration support – visit website for pricing.

4.2. **Trade Names And Trademarks.** All trade names, trademark or service marks owned or employed by DIDITBETTER SOFTWARE, used or employed in DIDITBETTER Software business operations, shall remain the sole and exclusive property of DIDITBETTER SOFTWARE, and such trade names, trademarks and service marks shall not be used by Reseller without written prior permission, submission and written approval from DIDITBETTER SOFTWARE. Reseller shall immediately discontinue any use of such marks and names upon termination hereof.

ARTICLE V: OPERATING DUTIES OF THE PARTIES
5.1. **Reseller's Representations.** Reseller shall make no representations, warranties, promises, understandings, or agreements concerning DIDITBETTER SOFTWARE or DIDITBETTER Software products and services not approved in advance by DIDITBETTER SOFTWARE, nor shall Reseller represent itself as the provider of DIDITBETTER SOFTWARE products and services. Reseller shall advise the Customer that:

(a) all products and services are to be provided by DIDITBETTER SOFTWARE pursuant to its prevailing schedule of charges; and
(b) any problems or difficulties of whatever nature concerning the products and services must be referred directly to DIDITBETTER SOFTWARE. With the purchase of a license, end users receive six months upgrade assurance which includes 6 months of email support. Extended upgrade assurance and support programs are also available – refer to retail order form for pricing.

5.2. **Reseller's Further Responsibilities.** Reseller shall be responsible to do the following:

(a) Act in accordance with the highest standards of honesty, integrity and fair dealings in all dealings with such Customers. Reseller shall not do anything which would tend to discredit, dishonor, reflect adversely upon or in any manner injure the reputation of DIDITBETTER SOFTWARE

(b) Actively sell and promote the use of DIDITBETTER Software products and provide end-user contact information at time of product sale;

(c) Keep DIDITBETTER SOFTWARE informed of any change in Reseller and End User contact information including address, email, phone, and fax.

(d) DIDITBETTER SOFTWARE will offer additional end user or administrator DidIT! training services to Reseller at 15% off corporate training prices.

(e) Optional: Enroll in a two-day Certified DidItBetter Software Outlook/Exchange Add In and/or DidIT! Administrator training session to learn how to properly install, set up and troubleshoot software issues.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

6.1. **Scope of Agency.** This Agreement appoints Reseller as a non-exclusive agent for the purposes expressly stated herein and does not appoint Reseller as DIDITBETTER Software general or special agent and does not create a joint venture or apply to confer any status, power or authority upon Reseller other than as expressly set forth herein. The scope of Reseller's authority is specifically limited to the minimum authority necessary to perform the duties accepted pursuant to this Agreement. Reseller shall make no representations as to the policies and procedures of DIDITBETTER SOFTWARE other than as specifically authorized by DIDITBETTER SOFTWARE and shall be liable for any misrepresentation made by Reseller with regard to DIDITBETTER Software products and services.

6.2. **Reseller's Employees.** All persons employed by Reseller to perform Reseller's duties under this Agreement are, and will remain, the employees and agents of Reseller and are not, employees or agents of DIDITBETTER SOFTWARE. Reseller shall be solely responsible for the acts and omissions of its employees and agents and shall have sole responsibility for their supervision, direction, and control. Reseller shall comply with all applicable laws regarding withholding and payment of all income taxes, social security taxes, unemployment insurance and workmen's compensation and disability benefits, as well as those regarding equal employment opportunities and safety of the workplace insofar as such concerns the subject matter hereof.

6.3. **Right to Conduct Other Business.** Each party hereto understands and acknowledges that this Agreement is non-exclusive. This Agreement shall not in any way limit either Reseller's or DIDITBETTER Software's power and right to contract with other persons concerning the subject matter hereof on such terms as DIDITBETTER SOFTWARE sees fit even though such persons, as a result, compete with Reseller.

6.4. **Indemnification.** (a) Notwithstanding any of the provisions of this Agreement which may be construed to the contrary, Reseller will indemnify DIDITBETTER SOFTWARE, its directors, officers, employees, agents and representatives ("Indemnified Parties"), and save them harmless from and against any and all claims, actions, damages, consequential damages, liabilities and expenses (collectively, "Losses") occasioned by any act or omission of Reseller, its directors, officers, employees, agents or representatives, relating to the performance of its obligations hereunder. If any of the Indemnified Parties shall, without fault on their part, be made parties to any litigation commenced by or against Reseller, then Reseller shall protect and hold the Indemnified Parties harmless, and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by the Indemnified Parties in connection with said litigation. (b) In the event that the litigation described in Section 6.4 hereof shall be commenced, the Indemnified party will give immediate notice thereof to Reseller. The Reseller shall then have the option of participation in said litigation, or, at its election, may assume all responsibilities and liabilities associated with said litigation upon written acceptance of liability thereunder. The Indemnified party may not settle, discount or otherwise compromise any matter giving rise to a loss and indemnification hereunder without the prior written consent of the other party.

6.5. **Taxes.** Reseller must annually provide a current copy of resale certificate. Reseller shall be responsible for applicable state or federal taxes, including collection of applicable state sales and use taxes, or any payment of taxes related to the performance of Reseller product sales.

6.6. **No Warranty.** WITH RESPECT TO THE PRODUCTS AND SERVICES TO BE SOLD BY DIDITBETTER SOFTWARE TO CUSTOMERS, DIDITBETTER SOFTWARE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTION HOWEVER CAUSED. USE OF ANY INFORMATION OBTAINED BY DIDITBETTER SOFTWARE NETWORK IS AT CUSTOMER'S OWN RISK. DIDITBETTER SOFTWARE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES AND SOFTWARE PRODUCTS.

6.7. **Limitation of Liability.** All products purchased from DIDITBETTER Software are subject to the terms and conditions set forth in the manufacturer's warranty or end-user license packaged with each such product. DIDITBETTER SOFTWARE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS DATA OR ANY DAMAGES OR SUMS PAID BYRESELLER TO THE THIRD PARTYIES, EVEN IF ADAVANTAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FORGOING LIMITATION OF LIABILTY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUATORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE.

6.8 Term. The term of this agreement is one year from the date of the signed agreement.

ARTICLE VII: CONFIDENTIALITY

7.1 **Confidential Information.** Reseller acknowledges and agrees that all information relating to the business and operations of DIDITBETTER SOFTWARE and its subsidiaries, affiliates, clients, agents and consultants shall be considered the confidential information of DIDITBETTER SOFTWARE (collectively, "Confidential Information"). Confidential Information shall include, without limitation, all technical, marketing and financial information, any information relating to (a) the pricing, methods, process, financial data, lists, apparatus, statistics, programs, research, development or related information of DIDITBETTER SOFTWARE, or any of DIDITBETTER Software Resellers or clients, in each instance concerning past, present or future business activities or operations of said entities, and (b) the results of the provision of services performed by you under this Agreement. Reseller forever agrees (y) not to disclose the Confidential Information or any part thereof to any other person or entity, and (z) not to use or permit any use of the Confidential Information or any part thereof in any way or manner, in each instance unless you obtain DIDITBETTER Software prior written consent, and/or you are required by law to disclose the Confidential Information (but only after written notice to DIDITBETTER Software, such that DIDITBETTER SOFTWARE has a reasonable opportunity to oppose or prevent a disclosure, and only to the extent so required).

7.2 Declaratory Relief. Reseller acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of your obligations under Section 7.1 above, that any such breach may allow you or third parties to unfairly compete with DIDITBETTER SOFTWARE resulting in irreparable harm to DIDITBETTER SOFTWARE, and, therefore, that upon any breach of Section 7.1 above, or any threat thereof, DIDITBETTER SOFTWARE shall be entitled to (a) specific performance and other injunctive relief without the necessity of posting a bond, in addition to whatever remedies it might have at law, and (b) be indemnified by you from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of your obligations hereunder or the unauthorized use or release of any such Confidential Information. Reseller will notify DIDITBETTER SOFTWARE in writing immediately upon the occurrence of any such unauthorized release or other such breach of which you are aware.

7.3. Disclosure of Terms of Agreement. Neither party hereto shall disclose the terms and conditions of this Agreement to any person or entity without the prior written consent of the other party.

ARTICLE VIII: MISCELLANEOUS

8.1. Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. Reseller may not assign this Agreement except with the prior written consent of DIDITBETTER SOFTWARE.

8.2 Notices. Notices given by DIDITBETTER SOFTWARE to you may be given by e-mail, or by a general posting on our home page, or by personal delivery or conventional mail to your last known address. In any matter requiring DIDITBETTER Software consent, such consent will be considered given only if made in writing by an authorized representative of DIDITBETTER SOFTWARE. Notices given by you to DIDITBETTER SOFTWARE must be in writing and shall be mailed by first class mail or overnight delivery service or personally delivered to the following address:

Advantage International Inc. / DidItBetter Software
ATTN: DidItBetter Software Reseller Program
17633 Gunn Hwy, #149, Odessa, Florida 33556
PartnerPrograms@diditbetter.com

Notices given by e-mail shall be deemed given the day they are mailed, notices given by a general posting on our web site shall be deemed given on the day they are posted. All other notices shall be effective the earlier of three days from the date of mailing or upon receipt.

8.3. Integration. This Agreement supercedes any other agreements and represents the entire agreement and understanding between DIDITBETTER SOFTWARE and Reseller as to the nature of our cooperative sales activities. Subject to section 8.10, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party against which enforcement of such waiver, alteration, or modification is sought.

8.4. Governing Law. For purposes of any and all disputes with respect to this Agreement, the parties consent to jurisdiction and venue in either, as appropriate, (i) the courts of the State of Florida, Hillsborough County or (ii) the Federal courts located in Florida's Tampa bay area.

8.5. Representations. Each party hereto warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with such party's Articles of Incorporation, by-laws or other applicable organizational documents and procedures.

> 8.5.1. Each party hereto warrants that the execution, delivery, and performance of this Agreement will not conflict with, result in a breach of, or cause a default under its articles of incorporation, by-laws, Resellership or joint venture agreements, or any material agreement or instrument to which it is a party or by which it or any of its property is bound, nor will it conflict with or violate any statute, law, rule, regulation, order, decree, or judgment of any court or governmental authority which is binding upon it or its property.

> 8.5.2. The individuals executing this Agreement further warrant that they have the full power and authority to bind their respective entities to the terms hereof and have been duly authorized to do so in accordance with such entities' corporate or other organizational documents and procedures.

8.6. Captions, Sections. Captions contained herein are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of any provision hereof. Use of the term "Section" shall include the entire subject Section and all its subsections where the context requires.

8.7. Independent Business Judgment. The Parties hereby acknowledge and agree that Reseller is an independent business sufficiently sophisticated to exercise and exercising its own business judgment. The Parties hereby further acknowledge and agree that DIDITBETTER SOFTWARE has made no recommendations or representations regarding any aspect of Reseller's business including, but not limited to therefrom presentations with regard to Reseller's profits.

8.8. Waiver. Failure or delay on the part of either party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof. A waiver of one obligation hereunder shall not operate as a waiver of any other obligation. A waiver by DIDITBETTER SOFTWARE or Reseller of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

8.9. **Amendments.** DIDITBETTER SOFTWARE MAY CHANGE, MODIFY OR AMEND THIS AGREEMENT AT ANYTIME BY PROVIDING NOTICE OF SUCH CHANGE, MODIFICATION OR AMENDMENT TO MERCHANT IN ACCORDANCE WITH SECTION 8.2. In the event DIDITBETTER SOFTWARE changes, modifies, or amends this Agreement pursuant to the foregoing provision of this section, you may terminate this Agreement by giving written notice thereof to DIDITBETTER SOFTWARE within ten (10) days after you receives notice of any such change, modification or amendment and such termination shall be effective on the date such change, modification, or amendment is to take effect, or if such change modification, or amendment has already taken effect, such termination shall be effective on the date such notice of termination is received by DIDITBETTER SOFTWARE.

ARTICLE IX: GENERAL

9.0. **General.** These terms and conditions shall, upon acceptance by Reseller, constitute the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and shall supersede all prior offers, negotiations, understandings and agreements. Unless Reseller and DIDITBETTER SOFTWARE have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein. No additional or different terms of conditions, whether material or immaterial, shall become a part of this agreement unless expressly accepted in writing by an authorized officer or DIDITBETTER SOFTWARE. Any waiver by the DIDITBETTER SOFTWARE of one or more of there terms and conditions or any defaults hereunder shall be enforceable to the fullest possible extent, regardless of any partial invalidity of unenforceability, and that no failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. This agreement may not be assigned by either party without prior written consent of the other (which shall not be unreasonable withheld) except that DIDITBETTER SOFTWARE may assign this agreement to any affiliate or subsidiary of DIDITBETTER SOFTWARE. ALL SALES TRANSACTIONS EXCLUDE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS, IF OTHERWISE APPLICABLE.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written, and the individuals signing below warrant that they have the authority to sign for and on behalf of their respective parties.

RESELLER: DIDITBETTER SOFTWARE:

By:_____   By:_____
        (Authorized Signature)   (Signature)

Printed Name:_____   Printed Name:_____

Title:_____Date:_____   Title:_____Date: _____

TRAINING: Travel & per diem may apply. Installation and support services as well as Customization services available – email specifications and requirements to
PartnerPrograms@diditbetter.com

ATTN: Tina Kattos

Exhibit A

Authorized Reseller Discount Pricing Schedule

Standard Reseller
To become an authorized reseller, Reseller must place an initial order and have a DidItBetter Software Reseller application submitted. Reseller receives:

- 5% off the DidItBetter Software retail price list on license only options and support services

After the initial order is placed, Standard Reseller may move up to other reseller levels by meeting the requirements set forth below.

If the initial order is a value bundle order, the Reseller will be placed in the Bronze level for the initial order.

Bronze Reseller
When Reseller places a second order within 60 days of the first order, Reseller becomes a Bronze Reseller and is eligible to receive:

- 10% off the DidItBetter Software retail price list on license only options and support services
- $300 off the regular price of Add2Exchange with TaskController combo value bundle
- $150 off the regular price of Add2Exchange or TaskController value bundles
- $100 off the regular price of Add2Outlook value bundles

To remain at this discount level, Reseller must maintain at least $2500 in DidItBetter Software orders per calendar year or reverts back to a Standard Reseller.

Silver Reseller
When Reseller places a minimum order of $5000 per quarter for two consecutive quarters, Reseller will receive:

- 15% off the DidItBetter Software retail price list on license only options and support services
- $350 off the regular price of Add2Exchange with TaskController combo value bundle
- $200 off the regular price of Add2Exchange or TaskController value bundles
- $150 off the regular price of Add2Outlook value bundles

To remain at this discount level, Reseller must maintain at least $5000 in DidItBetter Software orders per calendar year or reverts back to a Bronze Reseller.

Gold Reseller
When Reseller places a minimum order of $15,000 in one calendar quarter, Reseller will receive:

- 20% off the DidItBetter Software retail price list on license only options, support services, and value bundles

To remain at this discount level, Reseller must maintain at least $30,000 in DidItBetter Software orders per calendar year or reverts back to a Silver Reseller.

NOTE: DidItBetter Software Authorized Resellers are authorized to sell to end users only.

RESELLER:

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____ Date: _____

My Contact Information: **Tina Kattos, 813 977 5739** ext **100,** email: **PartnerPrograms@diditbetter.com**

General Contact Information:
If you have any questions regarding our reseller program or are ready to place an order for an end user, please contact us. You can also purchase licenses for your customers online.

Order Online:	www.diditbetter.com, click Store
	Once approved into the Reseller program, the Purchasing Contact in your organization (i.e. the person authorized to make purchases on behalf of your company or cardholder) should create an account on the online store to place orders. After you register for an account, email PartnerPrograms@diditbetter.com your company name, contact name and user name; your reseller discount will be then applied to this user account for online purchases.
	When placing an order online, in the Ship to, please make sure to include the End User's complete contact information to avoid any delay in licensing; or forward a copy of the order receipt email along with the end user's complete contact information to PartnerPrograms@diditbetter.com. Once you place your order online, download or check for updates and submit a complete registration request. When your order is approved and the registration request information is received, a key will be issued within 24 to 48 hours from the time you submit the completed registration request. For phone orders, a signed order is also required.
Telephone:	800 837 8636 Outside the USA 001 813 977 5739
Fax:	813 972 7986
Hours of Operation:	Monday to Friday 9 a.m. to 5 p.m. (Eastern Time Zone)

Support Resources:
Please review all documentation including the guides (installation, administration, user), online knowledgebase, technical bulletins listed on our website prior to contacting Support. If you cannot find the answer to your question, then complete our online support request form. **Note: Before installing the trial version or doing an upgrade read the complete installation guide and release notes.**

- o **To open a ticket for free email support**, please submit a DidItBetter support request to provide our engineers some background on what the end user needs assistance with: http://support.diditbetter.com/support-request.aspx
- o **Support website** for forums, knowledgebase, FAQs, technical bulletins, release notes, product documentation, live support chat: http://support.diditbetter.com
- o **Downloads***: www.diditbetter.com and click on Downloads
- o **Product Documentation/Guides**: http://support.diditbetter.com/guides.aspx
- o **Product Activation**: Please refer to the guides, section Licensing for step by step instructions on submitting a registration request for Licensing Desk to issue your license key.
- o **Remote Session**: If you have purchased a remote session or the end user has time remaining on their premium remote/phone support package and you have scheduled your appointment, please review *Before Your Appointment* and *Initiating Your Appointment* sections to prepare for your session: http://support.diditbetter.com/remote-support.aspx
- o For Immediate Remote/Phone Support Assistance, priority or emergency support fees apply. Please first submit an online support request for free email support.

*To access the Downloads area, the licensed end user will need to register for an account to download the software.

** Reseller program, products, pricing subject to change without notice.

Advantage International Inc./DidItBetter.com Software
17633 Gunn Highway, #149, Odessa, FL 33556 USA
Tel. 813 977 5739 ▪ Fax 813 972 7986
W e b   S i t e :   www.diditbetter.com ▪ E m a i l : PartnerPrograms@diditbetter.com

Automatic Debit Authorization

Date: _____

I authorize Advantage International, Inc., DidItBetter Software to automatically charge my credit card below for purchases of merchandise and/or

services to my: ❑ Visa ❑ MasterCard ❑ Discover ❑ American Express

Cardholder name as it appears on Card: _____

Card Number _____

Card ID: _____   Exp. Date: _____

Cardholder's Billing Address:

_____

Address

_____

City   State   Zip code

_____

Phone Number

LIST OF AUTHORIZED PURCHASERS: The following people are authorized to make purchases on my company's behalf using the credit card above: (Please print first and last name and include their title, phone number and extension and email address.

_____

_____

By completing and faxing this back to Advantage International Inc./DidItBetter.com Software Solution Provider, I authorize Advantage International to automatically process payment to the credit card listed above for orders placed. I understand the price charged will be the DidItBetter Software regular retail price less the reseller discount. I authorize the purchase of the items indicated on each order made in the form of email or fax which will include the end user's information as defined below as well as complete product information (product name, number of users or relationships, and any extended software subscription or support options) and authorize you to automatically process payment for each order on the credit card indicated above. For license sales, I understand activation license keys will be issued to the end user with a cc to the DidItBetter Software Authorized Reseller once payment has been processed and approved AND complete end user contact information is provided since the solution(s) is licensed to the end user AND you receive a complete registration request from the end user. End user information required includes but is not limited to end user company name, end user contact name of person authorizing the purchase at the end user company, end user company physical address, end user phone number and end user email address. For support services, I understand support will be provided once payment has been processed and approved. I also understand and agree that if this transaction is rejected for any reason, I, a representative of my company, or my company will provide an alternate form of payment for this order. I have also read and understand the terms and conditions of the sale. All sales final on software licenses, add ons, software subscriptions, support services, services agreements. No refunds or returns once your DidItBetter Software solution(s), support, add ons, and/or software subscription is purchased. The reason for this policy is you and the end user had the opportunity to fully test the product in advance and receive support on the product via email. If you are not sure the product will meet your needs, download it first to test it out. No cancellations, exchanges. Licenses non-transferrable.

Furthermore, should any of my credit card information change, I will submit updated information to Advantage International Inc..

Authorized Cardholder Signature: _____

Date Authorized: _____

Here is a sample of how to find your card's ID number:

American Express: 4 digits on front of card

Visa and Mastercard: 3 digits on back of card

Please fax us the above along with a copy of your credit card to 813 972 7986.

Initials: _____