

SOFTWARE TECHNOLOGY, LLC
Reseller Agreement for Consultants

This Reseller Agreement ("Agreement") is made this _____ day of _____, 20____ (the "Effective Date") by and between Software Technology, LLC, of 1621 Cushman Drive, Lincoln, Nebraska 68512 (hereinafter referred to as "Company"), and _____ a(n) (enter your State here) _____ corporation/limited liability company (**circle one**) having its principal place of business at (address) _____ (hereinafter referred to as "Consultant").

Company has developed certain proprietary computer software programs ("Software"), which it offers to customers in a traditional license model (the "License Model"); in a subscription model for desktop use; and as subscribed-to hosted applications known as Kurent and CosmoLex ("Hosted Applications"); and

Consultant wishes to market the Software and sell licenses or subscriptions thereto, as applicable, to end users.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I. License Model.

a. Sales. Company may provide, at no cost, one copy of each version of the Software, and of the accompanying documentation for such Software (collectively the "Demo Versions"), to Consultant for use in demonstrating the Software. Such Demo Versions will remain available for use by Consultant for so long as it is in compliance with this Agreement and, in particular, the Performance Requirements. Consultant acknowledges that it has no right, title or interest in any of the Software, or any portion thereof, except as expressly set forth herein. Consultant will not rent or lease the Software. Further, Consultant will not demonstrate, offer to resell or sublicense, or resell or sublicense the Software, or copies thereof, to any person or entity outside the United States, Canada or the Caribbean (the "Territory"), or for use outside of the Territory. The discount rate offered to Consultant for the purchase of the Software media to be resold to end users is set forth at <http://enews.tabs3.com/>, as such may be modified from time to time, and is subject to change from time to time upon notice to Consultant. If Consultant qualifies to purchase the media with a credit card, it can only use Consultant's company-approved credit card.

b. Installation and Training. Consultant will offer to provide installation and training to end users and, if such offer is accepted, provide same to the extent agreed to with each end user. Failure by Consultant to offer and/or perform installation and/or training, as applicable, will result in Consultant's disqualification for the discount discussed in Article IV.

ARTICLE II. Hosted Applications. Consultant hereby subscribes to, and Company grants Consultant a subscription to Hosted Applications for use in demonstrating the Hosted Applications to end users. Consultant will not demonstrate, offer subscriptions for, or sell subscriptions for Hosted Applications to any person or entity outside the Territory, or for use outside of the Territory.

ARTICLE III. Consultant Advertising & Pricing. In order to prevent unauthorized statements regarding performance, all Consultant advertising of the Software are subject to prior written approval by the Company. Consultant will not make any representations regarding the Software that are in addition to, or different than, those made by Company. Company has published suggested retail prices which may vary from time to time. In the event Consultant advertises the Software substantially below Company's suggested retail prices, Company may elect to terminate this Agreement upon thirty days' written notice to Consultant, or to deem Consultant ineligible for participation in advertising and/or sales programs that may be established by Company from time to time.

ARTICLE IV. Consultant Incentives. Consultant may, from time to time, receive discounts, commissions or incentive payments from Company for its efforts hereunder (collectively the "Incentives"). Details regarding such Incentives (including the terms and conditions thereof) as of the Effective Date are set forth at www.enews.tabs3.com, and may be updated from time to time by Company.

ARTICLE V. Liquidated Damages. Consultant recognizes that Company has gone through considerable time and effort to develop Company's Software and Company would be damaged by unauthorized copying, licensing or other distribution of the Software or its accompanying documentation. In the event Consultant breaches this Agreement by unauthorized copying, licensing or other distribution of Company's Software or documentation, Consultant will pay Company the sum of \$10,000.00 (ten thousand dollars) plus Company's published retail price for the affected Software as liquidated damages for each occurrence of such breach, immediately upon demand by Company. Company reserves the right to employ reasonable methods, including blind buying, to ensure that the provisions of this Agreement are being carried out.

ARTICLE VI. Registration and Distribution Obligations of Consultant.

a. Software Terms and Conditions of Use. Consultant acknowledges that each end user will be required to accept terms and conditions of use of the Software before that end user can use the Software, and Consultant will not take any action that enables the end user to avoid acceptance of such terms and conditions.

b. Purchases. Only the end user of the Software may purchase a subscription to the Software; it may not be purchased by Consultant on behalf of the end user. Consultant will ensure that each end user acquires the Software (or the use thereof) only for itself, and not on behalf of, or for the benefit of, any other person or entity (including its subsidiary, parent, or brother-sister entities).

ARTICLE VII. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. CONSULTANT AGREES THAT IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE TOTAL FEES PAID HEREUNDER. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION OR FURNISHING OF THE SOFTWARE UNDER THIS AGREEMENT. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THE AGREEMENT OR TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

ARTICLE VIII. Termination.

a. Events Causing Termination. Termination for any reason shall not affect sums due hereunder or any additional remedies provided by law or equity. Company may immediately terminate this Agreement by giving notice for failure of Consultant to comply with any of its terms and conditions herein, or for Consultant's failure to meet the performance requirement set forth at <http://enews.tabs3.com/> (the "Performance Requirements"). This Agreement shall automatically be terminated if Consultant becomes insolvent or makes an assignment for the benefit of creditors, or if any insolvency proceeding is initiated by or against it.

b. Post-Termination Obligations. All amounts due by one party to the other under this Agreement shall become immediately due and payable upon termination, and Consultant will immediately turn over to Company all notes and information regarding prospective end users; sales negotiations in process; installation and training in process; end user stewardship efforts and any outstanding end user issues; the contact information for all end users; and any other information necessary to enable Company or its designee to provide appropriate services for such end users. At Company's sole discretion, Consultant may complete any installation or training efforts in process with a particular user as of the date of termination, and receive payment for same from the end user. Consultant will not be entitled to Subscription Incentive Payments after the date of termination. Except as otherwise provided herein, Consultant will lose access to Hosted Applications, upon the termination of this Agreement. The provisions of Articles V, VII, IX, X, XII, XIII, XV, XVI, and this Article VIII(b) will survive the termination of this Agreement.

ARTICLE IX. Confidentiality. Each party may disclose to the other party non-public information, including but not limited to technical, marketing, financial, personnel, and other proprietary data and information ("Confidential Information"). Confidential Information will also include the terms of this Agreement and amendments, annexes and exhibits, but not the existence and general nature of this Agreement. Confidential Information will not include (a) any information lawfully obtained by the receiving party without breach of any obligation of confidence or this Agreement; or (b) any information that is in the public domain or enters the public domain without breach of any public confidence or breach of this Agreement by a party or its agents. Each party acknowledges and agrees that any Confidential Information received or obtained from the other party will be the sole and exclusive property of the other party and may not be used, disseminated or disclosed except as may be necessary to perform the obligations required under this Agreement. Each party may disclose Confidential Information in limited circumstances where it is required under the law, regulation, or to comply with a legal process such as a court order, subpoena, search warrant, or a law enforcement request; provided that, the party required to disclose Confidential Information shall reasonably cooperate with the other party (at the other party's request and expense with respect to the cooperating party's reasonable out-of-pocket expenses) to limit such disclosure of Confidential Information to the extent reasonably possible. In the event that either party discovers a breach of security affecting Confidential Information, it shall promptly notify the other party in writing of the nature of such breach and use commercially reasonable efforts to remediate the situation.

ARTICLE X. Governing Law. This Agreement shall be interpreted in accordance with the Laws of the State of Nebraska. In the event any part of this Agreement is invalidated by court or legislative action, the remainder of this Agreement shall remain in binding effect. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the County of Lancaster, of the State of Nebraska, and the Federal District Courts sitting in Nebraska, which courts shall have exclusive jurisdiction for such purpose.

ARTICLE XI. No Agency. This Agreement does not constitute Consultant as the agent, legal representative, partner or joint venturer of Company for any purpose whatsoever. Consultant is not granted any right to create any obligation or responsibility, express or implied, on behalf of or in the name of Company, to enter into contracts in the name of Company or to bind Company in any manner or thing whatsoever.

ARTICLE XII. Legal Fees. In the event Company prevails in any legal action, it shall be entitled to reimbursement of its legal fees.

ARTICLE XIII. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements. This Agreement may only be changed by mutual written consent. This Agreement and the rights granted hereunder are not assignable by Consultant without Company's express written permission. Company reserves the right to set off any amounts due to Consultant against any amounts that are due from Consultant to Company.

ARTICLE XIV. Non-Disparagement. Consultant will not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Company, its employees, directors, and officers. This prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past or present) and clients or customers.

ARTICLE XV. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original but which together will constitute one and the same instrument.

ARTICLE XVI. Notice. Any notice required or permitted under this Agreement shall be in writing and deemed received (i) upon delivery when delivered in person; (ii) two (2) business days after posted by registered or certified mail, postage prepaid, return receipt requested by mail; or (iii) upon delivery, by a nationally recognized overnight courier service. Notices will be delivered to the President or CEO of each party at the addresses set forth in the initial paragraph of this Agreement.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SOFTWARE TECHNOLOGY, LLC

By: _____

Name: _____

CONSULTANT

By: (signature) _____

Name: (print) _____

Sales Tax I.D. Number*: _____
(*A State Sales Tax Certificate Number must be provided to identify
Your company as a valid Consultant.)

Consultant Shipping Address:

Company Name: _____

Contact Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: (____) _____ Website: _____

Fax: (____) _____ Email Address: _____

List the software that you currently sell: _____

Mailing Address (if different):

P.O. Box _____

City: _____ State: _____ Zip: _____ - _____