

# DidItBetter Software

## Authorized Reseller Program Introduction

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

Thank you for your interest in our DidItBetter Software solutions. We would like to invite you to join the DidItBetter Software Authorized Reseller Program and welcome the opportunity to work with you in introducing our innovative solutions to your clients.

Our company has developed award-winning helpful Outlook Add In tools for Exchange users, and simple office automation solutions for Microsoft Office users. Our sync solutions are ideal for users with Outlook-based mobile devices (Blackberry, Smartphones, etc). We believe our solutions will meet the needs of your Microsoft Exchange, Outlook, Office and mobile device customers while adding value to the services you already offer.

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, Blackberry Enterprise Server, and have clients who would benefit from:

- Helpful, easy-to-use Microsoft Exchange / Outlook Add Ins for Calendar, Contact and Task Folder Synchronization solutions.
- Calendar and Data Sync Solutions for Outlook-based mobile device users, PDA users, Pocket PC, Smartphone, Blackberry users.
- Server-based and centralized Folder Creation and Management solutions to clone Outlook folders.
- Simple monitoring solution for applications and/or critical services. Use a simple wizard to set up the monitored application or services and the desired failure remedies and notification emails.
- Group Tasking/Interoffice Tasking & Team Collaboration.
- CRM: Simple Contact & Lead Management & Marketing Solutions for Microsoft Office users.

**You can learn more about our solutions by visiting our web site  
and downloading your free trial versions at [www.diditbetter.com](http://www.diditbetter.com).**

#### **Our Reseller Program offers:**

- Attractive Reseller Pricing and new revenue opportunities for your company. Get up to 25% off the DidItBetter Software retail price list.
- We offer one **not-for-resale (NFR) copy** of each DidItBetter Software solution for your company to use for demonstration purposes or internally. For your NFR license purchase, you may purchase an NFR copy and get
  - 25% discount off the regular retail price of any Add2Exchange Sync Suite License and/or Add2Outlook Sync Suite license for a single EOU on 1 server.
  - 25% discount off the regular retail price of any TaskController unlimited user license
  - 25% discount off the regular retail price of any DidIT! CRM 10 (or more) user license
  - 20% discount off the regular retail price of any AlertQuest™ High Availability Monitor license
  - 20% discount off the regular retail price of any FolderMatic license

NOTE: NFR copies are for internal use and for demonstration purposes only. One NFR copy per solution per organization. Only the above listed licenses are available as NFR copies. NFR discount for only one license on a single EOU on 1 server. NFR discount on one license only - discount not applicable to Support services or extended software maintenance or additional EOU/server.

- Marketing materials and collateral support made available on our website.
- Downloadable fully functional trial versions for end users to give our solutions a try.

Please take a few minutes to review our solutions at [www.diditbetter.com](http://www.diditbetter.com). If you feel your customers would benefit from our solutions and are ready to join our reseller team, please complete and return the attached Reseller Profile & Agreements.

**Get Started Today! It's FREE to join! If you have any questions, feel free to email us at [PartnerPrograms@diditbetter.com](mailto:PartnerPrograms@diditbetter.com)  
We look forward to the working with you!**

## DidItBetter Software Reseller Program Checklist

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](http://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

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

## DidItBetter Software Reseller Profile

Company Name: \_\_\_\_\_

Company Shipping Address: \_\_\_\_\_  
\_\_\_\_\_

Company Billing Address:  Same As Shipping \_\_\_\_\_  
\_\_\_\_\_

Main Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Email: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Web Site: \_\_\_\_\_

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](http://www.diditbetter.com) and email name, company, and user name to [PartnerPrograms@diditbetter.com](mailto:PartnerPrograms@diditbetter.com). Your online store reseller discount will then 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 \_\_\_\_\_

Brief Company Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List products and services sold \_\_\_\_\_

To which industries or markets do you primarily sell to? \_\_\_\_\_

Into which regions/territories do you primarily sell into? \_\_\_\_\_

What percentage of your business is:  Academic \_\_\_%  Business \_\_\_%  Government \_\_\_%  NonProfit Groups \_\_\_%

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? \_\_\_\_\_ Smartphones? \_\_\_\_\_

Small Business Server? \_\_\_\_\_ Treos? \_\_\_\_\_

Microsoft Office? \_\_\_\_\_ Pocket Pcs? \_\_\_\_\_

Blackberry devices? \_\_\_\_\_ Other Mobile Devices? \_\_\_\_\_

(For other mobile devices, please specify: ) \_\_\_\_\_

What IT publication(s), business magazines or trade journals do you read regularly? \_\_\_\_\_  
\_\_\_\_\_

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

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 have.  
\_\_\_\_\_  
\_\_\_\_\_

We do not send daily/weekly email 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: \_\_\_\_\_

Trade Show (List Show Name): \_\_\_\_\_  Product Review in \_\_\_\_\_

Internet Search (pls specify) \_\_\_\_\_  Other (please specify) \_\_\_\_\_

A Website: \_\_\_\_\_  Referral \_\_\_\_\_

## Non-Disclosure Agreement

This Agreement, effective as of \_\_\_\_\_, 200\_\_ (“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, 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 caused 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: \_\_\_\_\_  
Signature of Authorized Reseller Representative

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_

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

**DidItBetter Software™ Authorized Reseller Agreement**

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

**WITNESSETH:**

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](http://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](http://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 respect 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 be required from Reseller for export of the Product. Reseller shall promptly notify DIDITBETTER SOFTWARE no later than 7 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

Initials: \_\_\_\_\_

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 BY RESELLER TO THE THIRD PARTIES, EVEN IF ADVANTAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FORGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY 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 these 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:

Advantage International, Inc.

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(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@diditybetter.com](mailto:PartnerPrograms@diditybetter.com)

**ATTN: Tina Kattos**

Initials: \_\_\_\_\_

**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 regular retail price of the first DidItBetter Software order placed. After the initial order is placed, Standard Reseller may move up to other reseller levels by meeting the requirements set forth below.

**Bronze Reseller**

When Reseller places a second order within 45 days of the first order, Reseller becomes a Bronze Reseller and is eligible to receive 10% off the regular retail price of DidItBetter Software. To remain at the Bronze Level, Reseller must place at least three DidItBetter Software license orders every calendar quarter or reverts back to a Standard Reseller.

**Silver Reseller**

When Reseller places a minimum order of \$2000 per quarter for two consecutive quarters, Reseller will receive 15% off the regular retail price of future DidItBetter Software orders placed. To stay 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 per quarter for two consecutive quarters, Reseller will receive 20% off the regular retail price of future DidItBetter Software orders placed. To remain at this discount level, Reseller must maintain at least \$50,000 in DidItBetter Software orders per calendar year or reverts back to a Silver Reseller.

**Platinum Reseller**

After a Reseller places \$75,000 of DidItBetter Software orders in one calendar year, Reseller will receive 25% off the regular retail price of DidItBetter Software orders placed.

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](mailto: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](http://www.diditbetter.com), click Purchase, Online 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 at [www.diditbetter.com](http://www.diditbetter.com) to place orders. After you register for an account, email [PartnerPrograms@diditbetter.com](mailto: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. Once you place your order, 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.

Telephone: 800 837 8636 Outside the USA +1 813 977 5739

Fax: 813 972 7986

Hours of Operation: Monday to Friday 9 a.m. to 5 p.m. (Eastern Time Zone)

## Support:

Please review all documentation including the quick start & installation guides, brochures, FAQs and 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 or email our support team. **Note: Before installing the trial version or doing an upgrade read the complete installation guide and release notes.**

**To Submit a DidItBetter Support Request:** <http://www.diditbetter.com/SupportRequest.aspx>

**E-mail Software Support:** [support@diditbetter.com](mailto:support@diditbetter.com)

**Available Support Services** <http://www.diditbetter.com/support+services.aspx>

**Downloads** <http://www.diditbetter.com/Downloads.aspx>

**FAQs** <http://www.diditbetter.com/faq.aspx>

**Documentation / Technical Bulletins** <http://www.diditbetter.com/Documentation.aspx>

**Add2Exchange Technical Bulletins** [http://www.diditbetter.com/A2E\\_Bulletins.aspx](http://www.diditbetter.com/A2E_Bulletins.aspx)

**Add2Outlook Technical Bulletins** [http://www.diditbetter.com/A2O\\_Bulletins.aspx](http://www.diditbetter.com/A2O_Bulletins.aspx)

**Remote Session** <http://www.diditbetter.com/new+remote+support+session.aspx>

**For Immediate Assistance:** Please note phone and remote session support fees apply. Please first submit a support request.

Support Telephone: 800 837 8636 813 977 5739

**Activation Key Instructions:** <http://www.diditbetter.com/Activate.aspx>

**Registration Key Requests:** [register@diditbetter.com](mailto:register@diditbetter.com)

**Order Fulfillment General Inquiries:** [orders@diditbetter.com](mailto:orders@diditbetter.com)

## Resources:

Solution information, manuals, fully functional trial versions, support requests, trial user evaluation forms and end-user solution evaluation forms, FAQs, technical bulletins, updates, downloads are available on our website: [www.diditbetter.com](http://www.diditbetter.com). To access the Downloads area, the licensed end user will need to register 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

Tel. 813 977 5739 ▪ Fax 813 972 7986

Web Site: [www.diditbetter.com](http://www.diditbetter.com) ▪ Email: [PartnerPrograms@diditbetter.com](mailto: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 maintenance 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 maintenance and support programs. No refunds or returns once your DidItBetter Software solution(s), support, add ons, and/or software maintenance is purchased. The reason for this policy is you and the end user have the opportunity to fully test the product in advance and receive support on the product via email. If you are not sure of the product, download it first to test it out. No cancellations.

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: \_\_\_\_\_