

Value Added Reseller Agreement

This VAR Agreement (the "Agreement") is made and entered into as of the date the last party executes this Agreement (the "Effective Date") by and between Direct IT Corporation, a Massachusetts corporation ("Company") and the Value Added Reseller ("VAR") listed on the signature page of this agreement. Collectively Company and VAR shall be referred to as "Parties" or individually as "Party". In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. APPOINTMENT.

1.1 Subject to Company's acceptance and approval of VAR's application with Direct IT Corporation, Company appoints VAR to serve as an authorized VAR of the Products and VAR accepts such appointment.

1.2 Definition of "Products." The term "Product(s)" shall mean products and services offered for sale by Company as set forth and described on the Company's published price list. Products may be added to the Price List or deleted there from by Company, upon thirty (30) days prior written notice to VAR. Additional products may be added to this Agreement by mutual agreement between the Parties.

2. RESPONSIBILITIES OF VAR.

2.1 VAR shall use its best efforts, consistent with prudent business practice, and shall devote such time as may be reasonably necessary to conduct an aggressive selling program and to promote the sale of the Products within the Territory.

2.2 No Reverse Engineering. VAR will not copy, alter, disassemble, decompile, reverse engineer or rent any of the Company's Products or Services. VAR will not modify Products or Services in any way. VAR's use of the Product will be subject to the Product's End User License Agreement (EULA)

2.3 Advertising and Promotion. VAR shall, consistent with its own business judgment, advertise or otherwise promote the sale to end users of the Products (including the establishment of promotional campaigns). VAR agrees to do an email campaign to VAR's customer base announcing Company as a new product line carried by VAR within 30 days of signing this agreement.

2.4 Training Programs. VAR and its employees shall participate, when and to the extent appropriate, in such training programs as may be offered by the Company, to the extent that such participation, does not materially detract from the conduct of VAR's business.

3. RESPONSIBILITIES OF COMPANY.

3.1 Company shall, at its cost and expense, cooperate with and assist VAR in performing its duties under this Agreement and shall utilize its reasonable best efforts to promote the sale and distribution of the Products. Without limiting the generality of the foregoing, this includes:

3.1.1 Training. Company shall provide VAR's sales organization with Product sales training material.

3.1.2 Literature. Sales literature will be made available to VAR through Company's web site.

3.1.3 Advertising and Promotion. Company shall use its reasonable best efforts to advertise the Products.

4. TRADEMARKS, TRADE NAMES. This Agreement shall not create, and Company shall have no right in or to use any trademark, trade name, logo, service mark or other mark, identification or name of VAR. VAR recognizes Company's ownership of, and right to use, certain trademarks, trade names, logos and other marks and names and acknowledges that, except as hereinafter set forth, VAR has no right in, or to use, any thereof. Notwithstanding the foregoing, and subject to Company's guidelines, VAR is hereby granted a non-exclusive right for the term of this Agreement to use Company's trademarks, trade names, logos and other marks and names only for the purposes of identifying itself to the public as an authorized VAR of the Products and for advertising and otherwise promoting the resale, lease or servicing of any Products purchased under this Agreement.



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5. Non-Disclosure of Confidential Information. The VAR and the Company during the term of the Business Relationship will have access to and become familiar with various trade secrets of each other, including without limitation, software, formulas, programs, price list, patterns, devices, inventions, processes, and compilations of information, records, and specifications. The VAR and the company shall not disclose any of the aforesaid trade secrets, directly or indirectly.

VAR: _____ Direct It: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____