

INTERNET SOFTWARE SCIENCES
AUTHORIZED RESELLER AGREEMENT

Version 5 March 2008

This AUTHORIZED RESELLER AGREEMENT ("Agreement") is made and entered into on _____, 200__ by and between Scott Vanderlip, d/b/a Internet Software Sciences with a place of business at 13851 Fremont Pines Lane, Los Altos Hills, California 94022 U.S.A. ("ISS"), and _____, with headquarter offices at _____ ("Reseller").

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 "Price" shall mean Reseller's purchase price from ISS for the Products, as provided in Section 3 of this Agreement.

1.2 "Price List" shall mean the applicable ISS Authorized Products and Price List, as amended from time to time by ISS, prevailing at the time ISS accepts a Purchase Order from Reseller. The Price List in effect on the date of this Agreement is attached as Exhibit B.

1.3 "Products" shall mean those Products listed on the Price List, as amended from time to time. Products may be changed, deleted or added by ISS, at its sole discretion. ISS shall be under no obligation to continue the production of any Product.

1.4 "Purchase Order" shall mean the written purchase orders by which Reseller orders the Products, as more particularly described in Section 4 below.

1.5 "Territory" shall mean that geographic area identified on Exhibit A.

2. **APPOINTMENT AND AUTHORITY**

2.1 Appointment. ISS hereby appoints Reseller as ISS's non-exclusive Reseller for the Products in the Territory, subject to the terms and conditions contained in this Agreement, and Reseller hereby accepts such appointment. ISS reserves the right to appoint other Resellers or to market Products directly in the Territory.

2.2 Territorial Limitation. Reseller shall not advertise, market, sell, or support the Products outside the Territory without the prior written consent of ISS.

2.3 Conflict of Interest. Reseller shall use its best efforts in the promotion and sale of the Products. Reseller shall promote other products only if such promotion shall not prejudice ISS's business interests or create a conflict of interest in handling ISS's confidential or proprietary information, in ISS's reasonable business judgment. Reseller shall provide ISS with a list of the companies and products that it represents upon ISS's request during the term of this Agreement.

2.4 Independent Contractors. The parties shall act as independent contractors in the performance of this Agreement, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Reseller to create or assume any obligation on behalf of ISS for any purpose whatsoever. Reseller agrees to maintain adequate sales facilities and personnel, commensurate with its overall business, to effect vigorous promotion of ISS's Products. All financial obligations associated with Reseller's business are the sole responsibility of Reseller. All sales and other agreements between Reseller and its customers are Reseller's exclusive responsibility and shall have no effect on Reseller's obligations under this Agreement.

3. PRICE; PAYMENT

3.1 Price. Reseller's purchase price (the "Price") for each of the Products shall be as set forth in the Price List in effect upon ISS's receipt and acceptance of a Purchase Order from Reseller, except as set forth in this Section 3. Reseller must sell the product at the "uniform" pricing setup by ISS as listed in Section 3. This "uniform" pricing among the direct ISS website sales staff and all resellers will help promote Reseller sales and discourage any competitive pricing between resellers and the ISS direct sales force. Any special pricing options not mentioned in Section 3 must have prior approval from ISS in writing or email.

3.2 Price Modifications. ISS reserves the right to revise the Price for any Product at any time upon ISS's publishing revisions to the Price List and provide written notice to Reseller of such changes. Such revised Prices shall apply to all Purchase Orders received and accepted after the date of such revision, except as provided below.

3.3 Taxes. The Price does not include any national, federal, state or local taxes, duties or assessments, including without limitation, value added taxes ("VAT"), that may be applicable to the Products, which shall be paid by Reseller. When ISS has the legal obligation to collect such taxes, the appropriate amount shall be added to Reseller's invoice and paid by Reseller, in accordance with the payment terms set forth in Section 3.5 below, unless Reseller provides ISS with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.4 Payment. Terms of payment for Products are net thirty (30) days from the date of ISS's invoice. Invoices shall not be dated earlier than the date of shipment. ISS, at its sole discretion, may withdraw credit terms and require payment by letter of credit, in advance or by other terms acceptable to ISS.

3.5 Late Payment. Reseller shall pay a late charge at the lesser of (i) one and one-half percent (1-1/2%) per month, or (ii) the maximum rate permitted by law, for any amounts which are not paid in full within the time periods provided, until such amount and accrued late charges is paid in full to ISS.

4. PURCHASE TERMS

4.1 Purchase Orders. All orders for Products submitted by Reseller shall be initiated by a written purchase order ("Purchase Order"). No Purchase Order shall be binding until accepted by ISS in writing. ISS shall have no liability to Reseller with respect to Purchase Orders that are not accepted in writing.

4.2 Purchase Order Terms. All Purchase Orders shall state: (i) the type of user license (3,4,5, 10, 25 or unlimited techs) and product user licensee company name and contact, (ii) the "billable" purchase order number, (iii) the requested delivery date, (iv) and any additional support/upgrade packages. All Purchase Orders must be signed by an authorized purchasing agent of Reseller; provided, however, that absent express instructions from Reseller to the contrary, ISS shall be entitled to assume that any signed Purchase Orders are duly authorized. Any other terms in Reseller's Purchase Order or acknowledgment are considered deleted and of no force or effect.

4.3 Delivery. Delivery of Products shall be in the form of a twenty-character Software License Key that enables an end user of the Product to utilize a licensed version of the Product for additional tech staff members. A limited, free (2) tech version of the Product will be available for end users and resellers to download and install from ISS's web site. All installations will be performed from this limited, free (2) tech version of the software. Upgrading from a licensed free (2) tech version to a licensed version will only require the installation of this Software License Key. Delivery of this Software License Key shall be via email to Reseller, unless otherwise specified in the Purchase Order. Each license key is uniquely created and serialized in the ISS sales/support database for support and accounting purposes. The software license key can only be created by Internet Software Sciences. Software License keys will typically be provided to the reseller via email within 48 hours or less of receiving the purchase order from the reseller. The purchase order must list the company/organization name of the product purchaser and number of licensed techs so it can be included as part of the software key. The reseller will then provide that Software License Key to the final product user.

5. RESELLER OBLIGATIONS

5.1 Promotion of Products. Reseller shall, at its own expense, promote the sale of the Products within the Territory. Such promotion may include but not be limited to the following: (i) preparing promotional materials in appropriate languages for the Territory, (ii) advertising the Products in trade publications within the Territory, (iii) participating in appropriate trade shows, (iv) directing the solicitation of orders from customers for the Products, (v) placing the Products in Reseller's catalogues, (vi) providing adequate contact with existing and potential customers within the Territory on a regular basis, consistent with good business practice and (vii) developing a website to promote the products. Any product text or graphics obtained from ISS for your product website must be reviewed by ISS before it goes live.

5.2 Market Assistance. Reseller shall, at its own expense and consistent with the sales policies of ISS, (i) assist ISS in assessing

customer requirements for the Products, including modifications and improvements thereto, in terms of quality, design, functional capability, and other features; and (ii) submit market research information, as reasonably requested by ISS, regarding competition and changes in the market within the Territory.

5.3 Technical Support. There are two support options available for the Reseller and their support roles. If the Reseller does not want to provide support but to simply resell the product, they can do so but will forfeit the 50% commission on the support package (See Appendix B for more details). If the reseller wants to collect 50% commission on the support/upgrade package, the Reseller shall be responsible for all direct customer support of the Products and shall maintain sufficient technical personnel and resources for this purpose. Such support shall include, but not be limited to, providing telephone assistance during normal business hours, to assist Reseller's customers and to promote the correct and successful usage of the Products. ISS agrees to provide technical support directly to Reseller via email, World Wide Web, and/or telephone, as reasonably required by Reseller.

5.4 General Conduct. Reseller agrees: (i) to conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of ISS; (ii) to avoid deception, misleading or unethical practices that are or might be detrimental to ISS or the public, including but not limited to, disparagement of ISS or its Products; (iii) not to publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material; (iv) to make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of Products that are inconsistent with the literature distributed by ISS; and (v) to not engage in any acts prohibited by state, federal or other applicable local foreign national law, including antitrust or unfair trade practice laws, which prohibit various forms of predatory, discriminatory or below-cost pricing.

5.5 Export Requirements. Reseller shall, at its own expense, pay all export licenses and permits, pay customs charges and duty fees, and take all other actions required to accomplish the export of the Products purchased by Reseller. Reseller understands that ISS may be subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries. Reseller warrants that it shall comply with all respects with the export and re-export restrictions, including those set forth in the export license for every Product shipped to Reseller, and shall indemnify ISS for any losses resulting from Reseller's noncompliance.

5.6 Audit Rights. ISS reserves the right to have an authorized ISS representative, at ISS's cost, audit Reseller's records relating to sales of Products, including, without limitation, records pertaining to any claims submitted by Reseller for sales of Products (including claims for price protection, returned products, and other transactions). Upon prior written notice, Reseller shall provide access to such records during normal business hours at Reseller's location(s). Reseller agrees to maintain all such records by location for a minimum of three (3) years after the date of the transaction.

6. WARRANTY

6.1 Limited Warranty. ISS warrants to the Reseller only that the

Products shall comply with the ISS's published specifications for such Product in effect when such Product is shipped for ninety (90) days from the date of shipment from Reseller to its customers. ISS's obligations under this warranty are limited, at its sole option, to (i) replacing, (ii) repairing, or (iii) giving credit for such Product, not to exceed the amount actually paid by Reseller. If a Product is defective, ISS shall use commercially reasonable efforts to repair, replace or give credit for such defective Product within a reasonable period of time following ISS's receipt of the Product and determination that the Product is covered by warranty. Products which have either been repaired or replaced by ISS under this warranty shall carry a warranty of ninety (90) days from shipment or the balance of the original warranty period, whichever is greater.

6.2 Customer Warranty. The foregoing warranty is made to Reseller only and may not be passed on to Reseller's customers. Reseller shall be solely responsible for any warranties or service obligations for the Products to its customers.

6.3 Limitation. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, ISS GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN NO EVENT SHALL ISS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF WARRANTY.

7. LIMITATION OF LIABILITY

7.1 Limitation. ISS SHALL NOT BE LIABLE TO RESELLER OR TO ANY OTHER PERSON FOR ANY INJURY OR DAMAGE TO BUSINESS, EARNINGS, PROFITS OR GOODWILL SUFFERED BY RESELLER OR ANY OTHER PERSON OR FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT, EVEN IF ISS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. IN NO EVENT SHALL ANY DAMAGES ATTRIBUTABLE TO ISS EXCEED THE AMOUNT OF PAYMENTS MADE TO ISS UNDER THIS AGREEMENT.

7.2 Force Majeure. Except for the payment of any monies due under this Agreement nonperformance of either party shall be excused, and any performance date shall be extended, to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

7.3 Termination. In the event of termination by either party in accordance with any of the provisions of this Agreement, except as specified in this Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of ISS or Reseller.

8. **PROPRIETARY OWNERSHIP RIGHTS**

8.1 Property Rights. Reseller agrees that ISS owns all right, title, and interest in the intellectual property rights related to the Products, including, without limitation, all patents, copyrights, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the Products. The use by Reseller of any of these property rights is authorized only for the purposes and to the extent set forth in this Agreement, and upon termination of this Agreement for any reason such authorization shall cease.

8.2 Sale Conveys no Right to Manufacture or Copy. The Products are offered for sale and are sold by ISS subject in every case to the condition that such sale does not convey any license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce any of the Products. Reseller shall not: (i) alter, reverse engineer, decompile or disassemble the Products, or (ii) reproduce the Products or any portion thereof without ISS's prior written consent. Reseller shall take appropriate steps with its customers, as ISS may request, to inform them of and assure compliance with the restrictions contained in this Section 8.2.

9. **TRADEMARKS AND TRADE NAMES**

9.1 Use. During the term of this Agreement, Reseller shall have the right to indicate to the public that it is an Authorized Reseller of ISS Products and to advertise (within the Territory) such Products under the trademarks, marks, and trade names that ISS may adopt from time to time ("ISS Trademarks"). Reseller shall not alter or remove any ISS Trademarks applied to the Products by ISS. Nothing herein shall grant to Reseller any right, title or interest in ISS Trademarks. At no time during or after the term of this Agreement shall Reseller challenge or assist others to challenge ISS Trademarks or the registration thereof, or attempt to register any trademarks, marks or trade names confusingly similar to those of ISS.

10. **CONFIDENTIALITY**

10.1 Confidential Information. "Confidential Information" means any information, technical data, or know-how, related to any aspect of either party's business, including, but not limited to, research, products, proposals, software, services, development, inventions, processes, designs, drawings, engineering, marketing, customer lists, pricing and finances, which is disclosed by one party to the other in writing and marked confidential, or disclosed orally or by drawings, plans or inspection of products, materials, parts or equipment and confirmed as confidential.

10.2 Exclusions. "Confidential Information" does not include any such information, technical data, or know-how which: (i) is or becomes publicly available without breach of this Agreement by the party receiving the Confidential Information; (ii) is released for disclosure by the disclosing party with its written consent; (iii) is known by the receiving party prior to the disclosure; (iv) is rightly received by the receiving party from a third party without confidential limitations; (v) is hereafter disclosed to a third party without restriction on disclosure; or (vi) is independently developed by the receiving party's employees not having access to such information. The receiving party shall bear the burden of proof for such exclusions.

10.3 Restrictions. Each party (i) agrees not to disclose Confidential

Information given to it by the other party to any person, real or legal, except as necessary for such party to perform its obligations under this Agreement; (ii) shall require its employees having access to Confidential Information and any third party to whom disclosure of Confidential Information is necessary to sign a confidentiality agreement containing provisions similar to this Agreement; (iii) shall exercise the same degree of care to safeguard the confidentiality of such Confidential Information as it would exercise in protecting the confidentiality of similar property of its own (but in no event less than is standard in the industry); and (iv) agrees to use its diligent efforts to prevent inadvertent or unauthorized disclosure, publication or dissemination of any Confidential Information.

10.4 Unauthorized Disclosures. Each party shall notify the other of any actual or suspected unauthorized use or disclosure of Confidential Information or infringement of any of the other party's proprietary rights of which such party has knowledge, and shall reasonably cooperate with the other party in the investigation and prosecution of such unauthorized use, disclosure or infringement.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall commence on the date executed by ISS and shall continue for twelve (12) months thereafter, unless terminated earlier under the provisions of this Section 14. At the end of the term, this Agreement shall automatically renew without notice, unless terminated by written notice by one of the parties within thirty (30) days of the commencement of the renewal term.

11.2 Termination for Convenience. This Agreement may be canceled by either party for any reason by giving the other party written notice sixty (60) days in advance.

11.3 Termination for Cause. If either party defaults in the performance of any material provision of this Agreement, then the non defaulting party may give notice to the defaulting party that if the default is not cured within thirty (30) days the Agreement shall be terminated. If the non defaulting party gives such notice and the default is not cured during the thirty-day period, then the Agreement automatically shall terminate at the end of that period.

11.4 Termination for Insolvency. This Agreement shall terminate, without notice, (i) upon the institution by or against Reseller of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Reseller's debts; (ii) upon Reseller's making an assignment for the benefit of creditors, or (iii) upon Reseller's dissolution.

11.5 Orders Termination Effect. In the event of the termination of this Agreement, all orders received and accepted by ISS as of the effective date of such termination shall be reviewed for cancellation or confirmation by Reseller. Unless this Agreement was terminated by ISS under Section 14.3, ISS shall accept orders for Reseller for additional Products which Reseller is contractually obligated to furnish to its customers and does not have in

its inventory, provided Reseller notifies ISS of any and all such transactions in writing within thirty (30) days after the termination date.

11.6 Survival of Certain Terms. The provisions of Sections 2.2, 2.4, 3.3, 3.4, 3.5, 8, 9, 10 and the relevant portions of Sections 11 and 12 shall survive the termination of this Agreement for any reason. Any payment obligations accrued prior to termination shall survive. All other rights and obligations of the parties shall cease upon termination of this Agreement.

11.7 Additional Remedies. Except as expressly limited by this Agreement, termination of this Agreement shall be without prejudice to any other remedy which may be available to a party due to default of this Agreement. Violation of obligations under this Agreement may cause irreparable harm and damage which may not be recovered at law, and remedies for breach of this Agreement may be in equity through injunctive relief.

12. MISCELLANEOUS

12.1 Governing Law. This Agreement shall be governed in all respects by the substantive laws of the State of California, U.S.A. (excluding conflict of laws rules) as applied to agreements entered into and to be performed entirely within the State of California between California residents. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement in any manner whatsoever.

12.2 Jurisdiction; Venue. The parties expressly stipulate that any litigation under this Agreement shall be brought in the state courts of the County of Santa Clara, California, or in the U.S. District Court of the Northern District of California, as applicable.

12.3 Attorneys' Fees. In the event of any litigation or arbitration by the parties under this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees.

12.4 Assignment. Reseller shall not assign or otherwise transfer any of its rights, obligations or licenses hereunder without the prior written consent of ISS, including any assignment by operation of law as a result of the merger or acquisition of Reseller. Subject to the foregoing, the provisions of this Agreement shall apply to and bind the successors and permitted assigns of the parties.

12.5 Waiver. Failure by any party to enforce any of its rights under this Agreement shall not be deemed a waiver of any right which that party has under this Agreement.

12.6 Allocation of Risk. The parties acknowledge and affirm that the provisions in this Agreement regarding warranties, disclaimer, and limitation of liability and damage limitation allocate risk between the parties. This allocation is reflected in the terms hereof, including pricing, and is an essential element of the basis of the bargain between the parties.

12.7 Export Control.

(a) Representation. Reseller agrees to comply strictly and fully with all export controls imposed on the Products by any country or organization in whose jurisdiction Reseller operates or does business. Reseller shall not knowingly, export or reexport any Product to any country prohibited under United States Export Administration Regulations, without first obtaining a valid license to so export or reexport the Products.

(b) Responsibility. All export permits, import certificates, insurance, duty, customs clearance charges and/or licenses and related costs shall be Reseller's responsibility.

12.8 Controlling Document. All purchase orders for the Products shall be governed by this Agreement. Any additional, inconsistent or conflicting clauses in any order, release, acceptance or other written correspondence between the parties shall be considered null and void, unless expressly executed by duly authorized representatives of both parties.

12.9 Notices. All notices, requests, consents and other communications hereunder shall be in writing and delivered personally, by mail or by facsimile (with facsimiles to be promptly confirmed in writing) or email. All such written communications delivered by mail shall be mailed, postage prepaid, either by certified or registered, first-class mail to the parties hereto at their respective addresses as set forth on the first page of this Agreement, subject to the right of either party to change its address by delivering written notice to the other. Such notices shall be deemed to be effective upon five (5) days following the date of mailing of such written notice or upon receipt if by facsimile or personal delivery.

12.10 Severability. Should any provisions of this Agreement contravene any law or valid regulation of any government jurisdiction over the parties, then such provision shall be automatically terminated and performance thereof by the parties waived, and all other provisions of this Agreement shall continue in full force and effect.

12.11 Entire Agreement; Amendment. This Agreement (including the exhibits attached hereto) reflects the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous agreements between the parties, whether written or oral.

12.12 Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, and together which constitute the Agreement.

This Agreement shall not be amended, altered or changed except by written agreement signed by both parties. This Agreement is executed in the English language.

INTERNET SOFTWARE SCIENCES

Reseller

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Territory: _____, non-exclusive

Initials Initials

EXHIBIT B

ISS Authorized
Products and Reseller Price/Uniform Consumer Pricing
August 2002 Price Schedule
Confidential Information - Do not distribute this information

PLEASE NOTE: A 3,4,5, 10, or 25 Tech License allows a TOTAL of 3,4,5, 10, or 25 techs to be registered in the tech staff database. The 5, 10, or 25 Tech license includes the (2) Techs allowed with the free version and only the additional 3,7, or 22 techs to make the Total number of techs 5, 10 or 25.

We highly recommend you request that customers purchase a 5, 10, 25 or unlimited tech system and only if requested provide the pricing for the other tech seat prices.

BASIC PRICING/COMMISSION MODELS:

**** Reseller gets a 25% commission on product sales for their own customer generated sales leads. Resellers can opt-in for a 50% commission on Annual Support Agreements sales or decline commission on annual support if they do not wish to be the first line of support. The pricing charts below represent a 25% commission.**

**** Partner Plus Program - (November 2006) Reseller gets a 20% (instead of 25%) commission on sales that have been forwarded from Internet Software Sciences downloads. Resellers can opt-in for a 50% commission on Annual Support Agreements sales or decline commission on annual support if they do not wish to be the first line of support. The 20% commissions are NOT shown in the product and support tables below and must be calculated separately.**

Please refer customers to the ISS pricing webpage at:

<http://www.inet-sciences.com/prices.html>

Note: EDU = Educational Pricing
 All prices are in U.S. Dollars (USD)

Web+Center Product Cost

Total Number Of Techs	Non-EDU Uniform Cost	Non-EDU Reseller Cost	EDU Uniform Cost	EDU Reseller Cost
1	FREE	FREE	FREE	FREE
2	FREE	FREE	FREE	FREE
3	300	\$225	\$210	\$157.50
4	\$675	\$506.25	\$472.50	\$354.00
5	\$1500	\$1,125	\$1050	\$787.50
6	\$2000	\$1,500	\$1,400	\$1,050
7	\$2500	\$1,875	\$1,750	\$1,312
8	\$3000	\$2,250	\$2,100	\$1,575
9	\$3500	\$2,625	\$2,450	\$1,837
10	\$5000	\$3,750	\$3,500	\$2,625
11	\$5,333	\$4,000	\$3,733	\$2,800
12	\$5,666	\$4,250	\$3,966	\$2,975
13	\$6,000	\$4,500	\$4,200	\$3,150
14	\$6,333	\$4,750	\$4,433	\$3,325
15	\$6,666	\$5,000	\$4,666	\$3,500
16	\$7,000	\$5,250	\$4,900	\$3,675
17	\$7,333	\$5,500	\$5,132	\$3,850
18	\$7,666	\$5,750	\$5,365	\$4,025
19	\$8,000	\$6,000	\$5,600	\$4,200
20	\$8,333	\$6,250	\$5,822	\$4,375
21	\$8,666	\$6,500	\$6,067	\$4,550
22	\$9,000	\$6,750	\$6,300	\$4,725
23	\$9,333	\$7,000	\$6,533	\$4,900
24	\$9,666	\$7,250	\$6,766	\$5,075
25	\$10,000	\$7,500	\$7,000	\$5,250
26				
27				
28				
Unlimited	\$15,000	\$11,250	\$10,500	\$7,500

Support and Software Upgrade Pricing Model

Users can optionally purchase an annual support and software upgrade package. They must purchase this at the time of the initial purchase or they must purchase it before a major release upgrade will be available to them. There are no educational discounts on the support/upgrade package. Major version release upgrades (like 3.0, 4.0, etc) will only be available to customers who purchase this support/upgrade package. The product pricing above DOES NOT offer support or major version upgrades for the first year.

The support agreement package pricing must also be uniform between ISS and the resellers and resellers are not allowed to charge more or less for the support agreements than the prices listed in the schedule below.

ISS strongly recommends that all Web+Center users purchase the

support/upgrade package as part of their original purchase.

After the first year, the reseller should require their customers to pay the annual support/upgrade package. Resellers must purchase this again through ISS so that we can update our database so those users will be available for upgrades for major releases.

There are two ways to resell the support package for the reseller.

Option (1) If the reseller agrees to provide first line of support for the customer and has sufficient knowledge of the product and sufficient resources to be able to support their customers, they can purchase the support package from ISS at a 50% discount. (See schedule below).

Option (2) For resellers who wishes NOT to provide the first line support must charge the end user the regular support cost and no discount is available for the reseller. This must be determined when the initial sale is made as to whether the support is to be handled by the reseller or ISS.

Support/Software Upgrade Package Pricing Model

# OF Techs	Uniform Customer Price Annual Fee	Reseller Price (Option 1)**
1	No support options for	No official support
2	FREE Versions	For FREE versions
3	\$100	\$50
4	\$100	\$50
5	\$200	\$100
6	\$360	\$180
7	\$520	\$260
8	\$680	\$340
9	\$840	\$420
10	\$1000	\$500
11	\$1066	\$533
12	\$1,132	\$566
13	\$1,200	\$600
14	\$1,266	\$633
15	\$1,332	\$666
16	\$1,400	\$700
17	\$1,466	\$733
18	\$1,532	\$766
19	\$1,600	\$800
20	\$1,666	\$833
21	\$1,732	\$866
22	\$1,800	\$900
23	\$1,866	\$933
24	\$1,932	\$966
25	\$2000	\$1000
Unlimited	\$3000	\$1500

** Resellers must be able to provide the first line support if they are to get this reseller discount on the support/upgrade package.