

Contemporary Web Plus, Inc.
Appointment-Plus
VAR Reseller Agreement

Reseller _____ ("Reseller") and Contemporary Web Plus, Inc. ("Contemporary Web Plus"), enter into this VAR Agreement effective the date signed below. Reseller is required to comply with, and by using any Appointment-Plus systems/software, agrees to comply with and be subject to this Contemporary Web Plus VAR Agreement, hereby known as the "Agreement". Contemporary Web Plus reserves the right to amend the Conditions and Policies of the Agreement with a 30-day notice to Reseller.

1. Reseller Functions
 - 1.1. Reseller will function as a value-added reseller of the Appointment-Plus® on-line appointment system. Reseller will place its orders for such system directly with Contemporary Web Plus. Customers of Reseller will place their orders with Reseller.
 - 1.2. Reseller may advertise in publications of general circulation.
 - 1.3. Reseller's rights to resell Appointment-Plus® within a specific territory shall not be exclusive.
2. Prices
 - 2.1. All prices for systems provided by Contemporary Web Plus are in US dollars.
 - 2.2. Reseller may set the prices paid to it by customers. Contemporary Web Plus has the right to revise its prices to Reseller with thirty (30) days' written notice. Such revisions shall apply to orders received by Contemporary Web Plus on or after the effective date of the revision.
3. Sign Up & Payment
 - 3.1. All accounts are subject to acceptance by Contemporary Web Plus. Contemporary Web Plus will only host sites that are legal in the US. We reserve the right to deny service to any domain, especially sites engaging in email spamming, bulk emailing, flaming & illegal pornography. Reseller agrees to same.
 - 3.2. Subject to the provisions hereof, client accounts may be opened upon receipt of this contract. Client accounts may continue to be opened, at the then applicable prevailing rates and charges, unless written notice of cancellation is received from you, the Reseller, at least 30 days prior to the beginning of the next billable period.
 - 3.3. Monthly payments for Appointment-Plus services will be made directly to Contemporary Web Plus by Reseller. Customers of Reseller will pay directly to Reseller.
 - 3.4. Payments shall be made to Contemporary Web Plus monthly on the 1st of the month via credit card or via check.
 - 3.5. The payment amount will be as outlined in Appendix A – Reseller Discount Schedule.
 - 3.6. System modifications for customers will be billed at the current hourly rate. The customer may be billed directly by Contemporary Web Plus or Contemporary Web Plus may bill the Reseller and the Reseller will bill the customer. Due the proprietary nature of Appointment-Plus®, we do not allow Resellers or third party developers to make modifications to the software. Any modifications to Appointment-Plus® must be done by employees of Contemporary Web Plus.
 - 3.7. Payment and Terms: Payment shall be made by Reseller in US dollars to Contemporary Web Plus, via credit card or check. Should a monthly payment not be received by Contemporary Web Plus within thirty (30) days after the 15th of the month, Contemporary Web Plus will impose a debt service charge amounting to one and a half percent (1.5%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid forty-five (45) days after presentation of invoice, Contemporary Web Plus may discontinue, withhold, or suspend services to Reseller and/or its customer(s) to whom such unpaid amounts relate.
 - 3.8. Reseller hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by Contemporary Web Plus the collection of any amount due it.
4. Duties of Reseller
 - 4.1. Technical Support: Reseller will provide first-level support to its customers. Contemporary Web Plus will supply second-level support to reseller via e-mail or phone.
 - 4.2. Partners & their clients will treat the Internet resource with respect. Partners & Clients of Partners will refrain from initiating activities that consume an unreasonable amount of Internet or system resources. Using accounts to send unsolicited commercial emailing, bulk emailing, copyright violation, defamatory speech, distribution of Internet viruses, worms, Trojan horses and other destructive activities, flaming & illegal pornography or abusive UseNet postings is prohibited.
 - 4.3. General: In carrying out this agreement, Reseller will conduct itself in an ethical and lawful manner, will exercise its best efforts to achieve a high level of customer satisfaction, and will do nothing to bring the reputation of Contemporary Web Plus into disrepute.
5. Duties of Contemporary Web Plus

Contemporary Web Plus will acquire, on request, an Internet Domain Name on behalf of Reseller or any of its customers. In such case Reseller hereby waives, and Reseller's customer must waive in writing prior to acquisition of said domain name, any and all claims which it may have against Contemporary Web Plus for any loss, damage, claim or expense arising out of, or in relation to, the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of services by Contemporary Web Plus for any reason.

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6. Limitation of Contemporary Web Plus's Obligation & Liability
 - 6.1. Contemporary Web Plus will utilize its best efforts to maintain acceptable performance of services contracted for services, but Contemporary Web Plus makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. Contemporary Web Plus cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. Contemporary Web Plus will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system. Reseller indemnifies Contemporary Web Plus for any damages suffered by Reseller for loss of data, except to the extent such losses are determined to have resulted solely from gross negligence or intentional misconduct of Contemporary Web Plus.
 - 6.2. Services provided by Contemporary Web Plus to Reseller shall be deemed accepted for all purposes thirty days after presentation of invoice for such services, if no written claim or objection regarding such services has been received by Contemporary Web Plus within the 30-day period. No claim related to such accepted services shall be raised.
 - 6.3. Contemporary Web Plus's liability to Reseller, and any end user of any Plan or other Contemporary Web Plus services is limited to the amount paid to and received by Contemporary Web Plus for services not accepted. In no event shall Contemporary Web Plus be liable to Reseller, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if Contemporary Web Plus has been advised of the possibility of such damage.
 - 6.4. Reseller will take all reasonable measures to preclude Contemporary Web Plus from being made a party to any lawsuit or claim regarding Contemporary Web Plus services provided to any Reseller or end user. Reseller hereby agrees to indemnify and hold harmless Contemporary Web Plus from any and all claims of whatever nature brought by any of Reseller's customers against Contemporary Web Plus in excess of the remedy set forth in paragraph 6-3.

7. Confidentiality

Reseller acknowledges that by reason of its relationship with Contemporary Web Plus hereunder, it may have access to certain information and materials relating to Contemporary Web Plus 's business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to Contemporary Web Plus, which value would be impaired if such information were disclosed to third parties. Reseller agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by Contemporary Web Plus. Reseller further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the Reseller of any such confidential information in its possession, and all confidential materials shall be returned to Contemporary Web Plus or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, Contemporary Web Plus shall be entitled to injunctive relief.

8. Relationship of the Parties

The relationship between Contemporary Web Plus and Reseller is that of vendor and vendee. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This agreement is a commercial agreement between businesses, not a consumer agreement. Reseller has no authority, apparent or otherwise, to contract for or on behalf of Contemporary Web Plus, or in any other way legally bind Contemporary Web Plus in any fashion, nor shall Reseller be authorized to make any representations about Contemporary Web Plus or its services other than to set forth Contemporary Web Plus's responsibilities as outlined in this agreement.

9. Disputes

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in paragraph 7 shall be subject to arbitration upon written demand of either party. Arbitration shall take place in Phoenix, AZ, or at another location if the parties so agree. The arbitration shall follow the guidelines established by the American Arbitration Association.

10. Terms & Termination:

- 10.1. The initial and minimum term of this Agreement is for 3 months. This Agreement shall automatically renew for a similar term thereafter, until terminated by either party with 30 days prior notice unless terminated in one of the following ways:
 - 10.1.1. By Contemporary Web Plus, upon thirty (30) days' written notice, if Reseller breaches any material and substantial provision of this agreement and has not cured by the end of the 30 days.
 - 10.1.2. Reseller becomes more than sixty (60) days in arrears in payment of its account with Contemporary Web Plus;

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- 10.1.3. There are instituted bankruptcy or insolvency proceedings against Reseller, which are not vacated within sixty (60) days from the date of filing;
- 10.1.4. Reseller institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; or
- 10.1.5. Reseller makes an assignment of all or part of its assets for the benefit of creditors
- 10.1.6. By Contemporary Web Plus immediately, if Reseller attempts to assign all or any part of this Agreement without Contemporary Web Plus's prior written approval;
- 10.1.7. By Contemporary Web Plus immediately, if Reseller fails to cause Contemporary Web Plus to be informed in writing immediately on the happening of any event specified in this section;
- 10.1.8. By Reseller, immediately upon giving written notice to Contemporary Web Plus, if
- 10.1.9. There are instituted bankruptcy or insolvency proceedings against Contemporary Web Plus, which are not vacated within sixty (60) days from the date of filing;
- 10.1.10. Contemporary Web Plus institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency;
- 10.1.11. Contemporary Web Plus makes an assignment of all or part of its assets for the benefit of creditors; or
- 10.1.12. Contemporary Web Plus fails to cause Reseller to be informed in writing immediately on the happening of any event specified in this section.

The provisions of paragraphs 6, 7, 9, 11, 12, 13, 14, and 15 survive any termination of this agreement. Should the agreement be terminated, Reseller will be allowed to download appointment and customer data for each of its clients in the form of Excel spreadsheets.

11. Nonassignability

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of Contemporary Web Plus, which consent shall not be unreasonably refused.

12. Partial Invalidity

If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. Contemporary Web Plus and Reseller agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

13. Applicable Law, Jurisdictional Matters

This agreement takes effect when accepted by Contemporary Web Plus in Arizona. It is to be governed by and construed under the laws of the State of Arizona and the United States of America. The federal and state courts of the State of Arizona shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this agreement. Reseller hereby expressly consents to (1) the jurisdiction of the courts of Arizona and (2) service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by Contemporary Web Plus. Contemporary Web Plus will comply with all orders issuing from tribunals having jurisdiction over Contemporary Web Plus, and that such compliance could affect the services provided by Contemporary Web Plus to Reseller or its customers; Reseller agrees to hold Contemporary Web Plus harmless from any claims of Reseller or Reseller's customers resulting from such compliance.

14. Notices

All notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained.

15. Entire Agreement, Modifications

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. Contemporary Web Plus may make changes to this agreement upon thirty (30) days' written notice to Reseller, advising of the change and the effective date thereof. Utilization of Contemporary Web Plus products and/or services by Reseller and/or its customers following the effective date of such change shall constitute acceptance by Reseller of such change(s), unless Reseller objects in writing to such changes, in which case the changes shall not take effect until there is written consent to other arrangements by both parties.

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OPTIONAL MODULES

The prices and available modules are subject to change, as we will be adding more optional modules in the future.

POS - \$10/month
Inactive Customer E-mails - \$2/month
Outlook Export - \$2/month
Time Clock - \$2/month
Gift Certificates - \$10/month

OPTIONAL SERVICES

The following are optional services and prices offered by Contemporary Web Plus. Reseller may set their own prices for these services and the compensation will be the difference between the Reseller pricing and our standard pricing.

Custom modifications to Appointment-Plus – billed at our current hourly rate
Domain name registration - \$30/year
Customer data upload - \$30
Logo upload - \$20