



Authorized North America Partner Agreement

Partner Name	
State or Province of incorporation or organization	
Partner Full Address	
Partner Telephone	
Partner Fax	
Partner E-mail	
Partner Website	
Assigned Geography (if any)	

2009-02-04

This Agreement is between GroupLink Corporation, a Utah corporation with a principal place of business in Bountiful, Utah, and Partner (as identified above) and is effective upon the Acceptance Date set forth by GroupLink at the end of this Agreement.

1. Authorization:

Partner is hereby authorized by GroupLink as a GroupLink Authorized North America Partner in the assigned geography set forth above (hereinafter “Assigned Geography”), subject to the terms and conditions of this Agreement. Partner’s authorization is based on Partner’s compliance with this Agreement. Partner may refer to itself as a “GroupLink Authorized North America Partner,” but solely in connection with marketing the Products (as defined in paragraph 3 below), exercising its rights under this Agreement, and only during the term of this Agreement as defined below.

2. Terms and Termination:

The term of this Agreement shall be through the end of the current calendar year, effective from the Acceptance Date (set forth by GroupLink in the signature block at the end of this Agreement), and will automatically renew for successive one-year terms thereafter unless terminated in writing by either party upon written notice given at least 30 days prior to the anniversary date of this Agreement. Either party may terminate this Agreement at any time for cause, upon 30 days written notice to the other party, if the terms and conditions of this Agreement are not being met. Cause is defined as any material breach of any term of this Agreement, and defaulting party shall have 10 days to cure after notice of the breach. Termination by either party will result in the automatic revocation of Partner’s authorization, and Partner shall have no further right to use or display GroupLink’s trademarks and trade names as further defined in paragraph 12.5 below. Upon termination, all amounts due and owing by Partner to GroupLink shall become immediately due and payable, and Partner shall immediately return to GroupLink any and all GroupLink property, including confidential information belonging to GroupLink (as defined in paragraph 12.4 below), and shall retain no copies (electronic or otherwise) of said confidential information,. All of the obligations of paragraphs 10, 11, 12, 13 and 14 below shall survive any termination of this Agreement.

3. Eligible Products and Customers:

Reference in this Agreement to the “Products” means the *everything* HelpDesk™ products specified in GroupLink’s North America Product Price List as published in document form or on GroupLink’s website (www.groupink.net). Partner may only market and resell Products which are acquired directly from GroupLink. Partner agrees to market the Products only to End User customers and to authorized GroupLink Junior Partners in the North America market. “End User” means a person or entity who acquires the Products for its own internal use including a Partner as a user of GroupLink’s Products in its own business. For the term of this Agreement, and for a period of twelve (12) months thereafter, Partner agrees not to sell products competitive to the GroupLink family of products to its End Users or potential End Users generated by leads given to Partner by GroupLink, or generated by funding from GroupLink.

4. Pricing and Discounts:

Prices are in USD (U.S. Dollars [\$]) and, unless explicitly noted, do not include taxes or tariffs, which are Partner’s responsibility. Partner acknowledges receipt of GroupLink’s current Product Price List for Partner’s Assigned Geography. Partner agrees that GroupLink may revise and circulate its Product Price List from time to time. Until qualified for higher discounts, Partner shall be entitled to purchase GroupLink Products at 90% of GroupLink’s list price, as outlined on the Product Price List for Partner’s Assigned Geography. Partner may qualify for higher discount amounts (on a month-by-month, quarter-by-quarter, or year-by-year basis), at which time such qualification will be confirmed in a separate document from GroupLink, stating the “discount qualification period, and signed by GroupLink’s President. Prices are exclusive of, and Partner is responsible for, all sales, use, and like taxes, as well as duties and similar charges. When GroupLink has the legal obligation to collect such taxes or charges, the appropriate amount shall be added to the invoice and paid by Partner. All prices are FOB GroupLink, Bountiful, Utah.

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5. Terms of Payment:

5.1 Invoices for GroupLink product will list the price in US Dollars. The US Dollar price is the definitive invoice amount, and Partner shall make payment to GroupLink, for the full amount of US Dollars invoiced. Subject to a positive credit check and authorized credit limit awarded to Partner by GroupLink, and, unless otherwise agreed to in writing by both parties (in writing), Partner shall make payment to GroupLink of all applicable license and service fees by wire transfer within 30 calendar days of invoice. Unless expressly noted otherwise on an invoice, prices do not include taxes or tariffs (if applicable), which will be the responsibility of the buyer of the software license or service.

5.2 All sales are final and no charge backs, refunds or exchanges will be allowed. Partner acknowledges that a “live” version of GroupLink software is available to test and evaluate prior to purchase of a license, and hereby accepts GroupLink software and agrees that the software operates as described, is not defective, and is not returnable.

6. Product Delivery:

6.1 Form of delivery is at GroupLink’s discretion. In most cases Partner can anticipate electronic delivery of product license. Unless otherwise agreed to by both parties (as described in the above “Terms of Payment” paragraph), delivery of license takes place upon confirmed receipt of payment and receipt of either signed invoice or of signed partner agreement.

6.2 The delivery terms in the following paragraph are applicable only if product is delivered other than via electronic transfer (e.g., e-mail, FTP download, etc.):

6.3 All Products will be delivered to Partner or its carrier agent FOB GroupLink, Bountiful, Utah, and Partner is responsible for all subsequent charges, including without limitation all shipping, handling, and insurance. GroupLink will, however, unless otherwise directed in writing by Partner, arrange for shipping, handling, and insurance and will either ship the Products freight and insurance collect or prepay freight and insurance and will either ship the Products freight and insurance collect or prepay freight and insurance and bill Partner for all shipping, handling, and insurance charges. Unless other wise instructed in writing by Partner, GroupLink will select the carrier. GroupLink shall not be liable for any delay in delivery or performance of services due to causes beyond the reasonable control of GroupLink.

7. License Transfers and Restrictions:

Partner agrees not to sell previously owned GroupLink licenses. All licenses will be purchased from GroupLink and Partner agrees not to purchase GroupLink licenses from End Users, students, software developers or from other GroupLink Junior or Senior Partners.

8. Technical Support:

8.1 While this Agreement is in effect, GroupLink shall provide technical support to Partner in accordance with GroupLink’s then current technical support policies and procedures. Partner agrees that GroupLink may revise and circulate technical support policies and procedures from time to time. GroupLink shall have no duty to provide technical support

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to any of Partner's End Users. Partner shall provide to its End Users applicable technical support.

- 8.2 Partner acknowledges that technical aspects of evaluation and/or acceptance criteria are based solely upon product information provided on GroupLink's website, and include neither: 1) requirements for installation process; nor 2) that the product run in an environment other than that specified as "System Requirements" on GroupLink's website. Furthermore, Partner acknowledges that it (or its end-user customer) will provide, at its own expense, software, hardware and support services for the computer infrastructure of the end-user customer, including, but not limited to, operating systems, networking (including Internet), emailing, database and other similar 3rd party software/systems. Partner also acknowledges that any GroupLink software support it may contract from GroupLink does not include support for such infrastructure components.

9. End User Satisfaction:

Partner agrees that high End User satisfaction is a condition of its continued authorization by GroupLink. To ensure high End User satisfaction, Partner agrees not to market the Products directly or indirectly through any on-line or direct bartering/auction services, such as eBay, etc. In addition, Partner agrees to:

- 9.1 At GroupLink's request (but not more often than four times a year), Partner shall provide GroupLink with an up-to-date mailing list, in electronic format, of all customers of GroupLink's Products and services incorporating GroupLink's Products. Partner shall identify these customers by name, e-mail address, postal address, and Product ("Customer List"). Partner agrees that GroupLink may use the Customer Lists for the purpose of marketing updates, upgrades, new releases and versions, and other products related to the GroupLink Products directly to such customers. Partner agrees to use reasonable efforts to provide GroupLink with customer references regarding the GroupLink Products;
- 9.2 GroupLink (with regard to providing Partner with Product support) and Partner will use the Customer List for the successful operation of the Products upon and after installation;
- 9.3 Use, in its own business, a not-for-resale copy of one or more GroupLink Products as well as provide and maintain a reasonable messaging/networking system for demonstrating the Products;
- 9.4 Provide, on its own, all 1st and 2nd level technical and other support to the End User;
- 9.5 Provide, with GroupLink's involvement as needed, all 3rd level (and otherwise escalated) technical support to the End User;
- 9.6 Promptly report to GroupLink all suspected and actual problems with any of the Products;
- 9.7 Report all End User point of sale (POS) transactions to GroupLink monthly and retain all End User reports for three years after the date of sale;
- 9.8 Refrain from making any representations, warranties, or guarantees to customers or other third parties with respect to the specifications, features, or capabilities of Products that are inconsistent with the help files or literature distributed by GroupLink.
- 9.9 Include and enforce the following of terms in the Partners' agreement with End User:

Electronic delivery of license takes place upon confirmed receipt of payment. Prices are in US Dollars, and, unless explicitly noted, do not include taxes or tariffs, which are the buyer's responsibility. Use of all GroupLink software is subject to the license agreed to when GroupLink software is downloaded and installed (copy available on request).

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Buyer acknowledges that a “live” version of GroupLink software is available to test and evaluate prior to purchase of a license, and hereby accepts GroupLink software and agrees that the software operates as described, is not defective, and is not returnable. Buyer acknowledges that all sales are final and no charge backs, refunds or exchanges will be allowed. Buyer also acknowledges that technical aspects of evaluation and/or acceptance criteria are based solely upon product information provided on GroupLink's website, and include neither: 1) requirements for installation process; nor 2) that the product run in an environment other than that specified as "System Requirements" on GroupLink's website. Furthermore, buyer acknowledges that it will provide, at its own expense, software, hardware and support services for its own computer infrastructure, including, but not limited to, operating systems, networking (including Internet), emailing, database and other similar 3rd party software/systems. Buyer also acknowledges that any GroupLink software support it may contract from GroupLink does not include support for such infrastructure components.

9.10 Beta Testing Program

- 9.10.1 GroupLink may authorize Partner to become a beta tester of certain GroupLink software products. If GroupLink permits Partner to become a beta tester, Partner shall be entitled to participate in the beta program as outlined in this Section 9.10. GroupLink may, in its discretion, remove or add software products to the list of beta products available to Partner hereunder.
- 9.10.2 GroupLink may grant to Partner during the term of this Agreement the limited right to access and use a beta version of certain GroupLink software products solely for the purposes of providing the testing and feedback as outlined under this Section 9.10. Partner shall have no other rights in and to the product provided to it for beta testing, and Partner shall take reasonable steps to prevent the unauthorized disclosure or use of the products or any keycodes or license files GroupLink provides. Partner agrees: (a) not in any way to reverse engineer, disassemble or decompile the products or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; and (b) not to release the results of any performance or functional evaluation of the products to any third party without prior written approval of GroupLink for each such release.
- 9.10.3 The beta test products that may be provided to Partner hereunder would be provided to Partner free of charge. In consideration for that free license, Partner agrees to provide certain testing and feedback to GroupLink. Partner will be listed as a participant in the GroupLink beta testing program, and GroupLink reserves the right to make this record available to external sources. Upon reasonable request, Partner shall provide to GroupLink the names of all Partner personnel with access to the information or products provided by GroupLink under this beta testing program.
- 9.10.4 The beta test products are provided to Partner under this Section 9.10 “as is” and are without warranty of any kind (including without limitation any implied warranties of merchantability, NONINFRINGEMENT or fitness for a particular PURPOSE), and GroupLink expressly disclaims ALL warranties, whether expressed or implied.
- 9.10.5 The term of the beta testing program shall run for the duration of this Agreement, or if shorter, for that period designated by GroupLink. The term may be

extended upon mutual written agreement of the parties. Either party may terminate the beta testing program for any specific software product made available to Partner hereunder upon at least one (1) day notice to the other, for or without cause. Upon termination, Partner shall have no further authorization or rights to access or use the products provided for beta testing, and Partner shall promptly certify in writing to GroupLink that such products have been completely removed from Partner's computer(s) and/or system(s) and that all the provided product media has been destroyed.

9.10.6 All products, materials, documentation, and other information provided by GroupLink to Partner as a beta tester shall be considered the Confidential Information of GroupLink as set forth in Section 12 of this Agreement. Partner agrees that it will use the products, materials, documentation, and other information provided for beta testing solely for the purposes permitted under this Section 9.10 and not for any other purpose.

9.10.7 The beta testing program outlined in this Section 9.10 shall be governed by the terms of this Agreement. Partner may become a beta tester as outlined under this Section 9.10 only with GroupLink's authorization.

9.11 **Publicity.** The terms of this Agreement are confidential. Partner agrees, upon GroupLink's request, to cooperate in the marketing activities identified in this Section 9.11. Except for the foregoing, no press release or other like publicity regarding this Agreement may be made without the other party's approval. Upon GroupLink's request, Partner agrees to reasonably cooperate with GroupLink in the activities listed below. Whether to pursue such activities is within GroupLink's discretion, and GroupLink is not obligated to pursue any of the activities listed below.

9.11.1 Press Release. Within sixty (60) days after the Effective Date and upon GroupLink's request, Partner agrees to review the content of one press release ("Release") to be distributed in North America via the PR Newswire, and possibly worldwide. The Release will be posted on the GroupLink website. GroupLink agrees that Partner shall have final editorial control of the content of this Release.

9.11.2 Partner and Analyst Reference. Partner agrees that for a period of one-year following the Effective Date that it shall designate one or two individuals familiar with the GroupLink Products who may be contacted once per quarter for a discussion of not more than one hour in duration by industry analysts or other companies considering entering into an Partner relationship with GroupLink.

9.11.3 Case Study. Within one hundred twenty (120) days after the Effective Date and upon GroupLink's request, and in a manner that is mutually agreed upon, Partner agrees to designate one individual to work with a GroupLink writer to create an approximate 1200 word case study ("Study") documenting Partner's implementation of the GroupLink Products and the support received from GroupLink personnel. The Study will include the Partner's company logo. GroupLink will agree to Partner's corporate logo guidelines. The Study will be available in PDF format or potentially video avi format on the GroupLink website. GroupLink agrees that Partner shall have final editorial control of the content of this Study.

9.11.4 Technical White Paper. Within one year after the Effective Date and upon GroupLink's request, Partner agrees to work with a GroupLink's product

specialist to create a technical white paper (“Paper”) documenting the implementation lifecycle, customizations, infrastructure schematics and Partner feedback regarding its implementation of the GroupLink Products. The Paper will include the Partner’s company logo. GroupLink will agree to Partner’s corporate logo guidelines. The Paper will be available in PDF format on the GroupLink website. GroupLink agrees that Partner shall have final editorial control of the content of this Paper.

9.11.5 Participation in Advertising Campaigns. For a period of one year following the Effective Date, Partner agrees to review proposals by GroupLink inviting participation of Partner in GroupLink advertising campaigns, in certain GroupLink designated partner publications and in GroupLink related direct mail campaigns.

10. Business Conduct:

- 10.1 Each party will conduct business in a manner which reflects favorably at all times on the other party, the goodwill and reputation of each party, and the Products;
- 10.2 Each party will avoid deceptive, misleading, or unethical practices which are or might be detrimental to Partner and to GroupLink or the Products; and
- 10.3 Each party will refrain from making any false or misleading representations with regard to the Partner and to GroupLink or the Products.

11. Non-Solicitation. During the term of this Agreement and for a period of two (2) years after termination, Partner agrees not to knowingly solicit, directly or indirectly, nor to knowingly suggest that others solicit, current or past employees or contractors of GroupLink for employment or contract work.

12. Intellectual Property Rights:

- 12.1 **Ownership.** No title or ownership of any software or proprietary technology in hardware acquired by Partner as an Authorized Partner is transferred to Partner. Notwithstanding anything to the contrary in this Agreement, GroupLink, or the licensor through which GroupLink obtained the rights to distribute the Products, owns and retains all title and ownership of all intellectual property rights in the Products, including all software, copies of software, master diskettes, documentation, related materials and any and all modifications to the Products or derivative works made from the Products, whether or not any such modifications or derivative works are made, created or authored by Partner, GroupLink, or any third party. GroupLink does not transfer any portion of such title and ownership, or any of the associated goodwill, to Partner, and this Agreement should not be construed as granting Partner any right or license, whether by implication, or otherwise.
- 12.2 **Protection.** Partner agrees to take all reasonable steps to protect the Products from unauthorized copying or use.
- 12.3 **Source Code.** The source code of any software acquired under this Agreement represents and embodies trade secrets of GroupLink and/or its licensors. The source code and embodied trade secrets are not licensed to Partner and any modification,

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addition, or deletion is strictly prohibited. Partner agrees not to disassemble, decompile, reverse engineer, or reverse compile the software in order to discover the trade secrets contained in the source code or for any other purpose whatsoever.

- 12.4 **Confidentiality.** Except as required by this Agreement, Partner will not use or disclose to unauthorized third parties any of GroupLink's confidential information including, but not limited to, source code, customer lists, pricing, product pricing lists, designs, software, engineering details, manuals, discoveries, secrets, inventions, patent applications, business or marketing plans, or other confidential information.
- 12.5 **Trademark and Domain Name Usage.** While this Agreement is in effect, Partner shall be authorized to use GroupLink trademarks applicable to the Products marketed under this Agreement. Those trademarks include but are not limited to GroupLink®, *everything* HelpDesk™, *eHelpDesk*™, *eHD*™, ContactWise®, eReferrals™, and GLSnap™. Any and all trademarks, service marks, trade names or domain names owned or used by GroupLink now or at any time during the term of this Agreement shall be collectively referred to hereafter as "the Marks". Upon the expiration or termination of this Agreement, Partner agrees to cease all display, advertising, and use of any and all of the Marks. Partner agrees not to alter, erase, or overprint any notice provided by GroupLink and not to attach any additional trademarks without the prior written consent of GroupLink or to affix any of the Marks to any non-GroupLink product. Partner recognizes GroupLink's ownership and title to the Marks and the goodwill attaching to the Marks. Partner agrees that any goodwill which accrues because of Partner's use of the Marks inures solely to the benefit of GroupLink. Partner agrees not to contest the Marks, or make application for registering (with any trademark office or with any domain registration organization) any GroupLink domains, trademarks or trade names without GroupLink's prior written consent. Partner agrees not to use, employ, or attempt to register (with any trademark office or with any domain registration organization) any domains, trademarks or trade names which are confusingly similar to the Marks.
- 12.6 **Infringement.** Partner agrees to report any instances of suspected copyright and/or trademark infringement and/or misuse or misappropriation of domain names (relative to trademarks or trade names of GroupLink) to GroupLink and to give GroupLink reasonable assistance in investigating and prosecuting the infringing acts.

13. LIMITATION OF LIABILITY.

GroupLink's entire liability and Partner's exclusive remedy for any claims concerning this Agreement and Products acquired under this Agreement are set forth in this section.

- 13.1 **Aggregate Liability.** GroupLink's liability for actual damages to Partner for any cause whatsoever, except as otherwise stated in this section, and regardless of the form of action, will be limited to price, less discount, of the product that cause the damages or gave rise to the cause of action.
- 13.2 **Products.** GroupLink's liability and Partner's exclusive remedy for Products acquired under this Agreement are set forth in the applicable Product License Agreement. The Product License Agreement which applies is the Product License Agreement in effect at the time when the event occurs which causes the damage.

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13.3 **Third Party Claims.** GroupLink will not be liable for any claim by Partner based on any third party claim, except as otherwise specifically set forth in this Agreement.

14. General Provisions:

14.1 **Governing Law, Venue and Jurisdiction.** This Agreement will in all respects be governed by and construed in accordance with the laws of the state of Utah and with those of the United States of America. Any disputes arising hereunder shall be brought in an applicable State or Federal Court in the State of Utah. Partner hereby agrees to be subject to the jurisdiction of any such Court.

14.2 **Waiver.** No provision of this Agreement may be waived or modified unless reduced to writing and signed by an authorized representative of GroupLink. All remedies available to GroupLink for one or more breaches by Partner are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of GroupLink to act on a breach of this Agreement by Partner shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by GroupLink. .

14.3 **Entire Agreement.** This Agreement represents the entire terms agreed between the parties in relation to its subject matter, and supersedes all previous contracts or arrangements (if any) between the parties relating to its subject matter. This Agreement may only be revised in writing signed by an authorized representative of each of the parties. This Agreement shall not be supplemented or modified by any course of dealing or usage of trade. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification form Partner will be of no effect, unless otherwise expressly provided in this Agreement.

14.4 **Assignment.** This Agreement is not assignable by Partner, in whole or in part, without GroupLink's prior written consent. Notwithstanding, GroupLink will not unreasonably withhold consent to an assignment of this Agreement or any part of this Agreement to a parent, subsidiary, or affiliate. Any attempted assignment without GroupLink's written consent will be null and void.

14.5 **Attorney's Fees.** The prevailing party in any dispute arising out of or concerning this Agreement shall be awarded its reasonable costs and attorneys' fees incurred in connection with that dispute.

14.6 **Notice.** Unless otherwise agreed to by the parties, all notices required or permitted under this Agreement shall be in writing and will be deemed effective when received by either (1) personal delivery, (2) registered mail, (3) certified mail, return receipt requested, or (4) overnight courier, addressed and sent to the address and to the attention of the party executing this Agreement (or that person's successor) as indicated on the first page of this Agreement. Either party may designate a different address by due notice hereunder.

14.7 **Independent Contractors.** Partner acknowledges that both parties to this Agreement are independent contractors and that Partner will not, except in strict accordance with this Agreement, represent Partner as an agent or legal representative of GroupLink.

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14.8 **Compliance with Laws.** Each party will comply, at its own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department, or agency which apply to or result from its obligations under this Agreement. Partner agrees not to export Products directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law. GroupLink takes no responsibility for international sales made by Partner and Partner takes full responsibility for its sales of GroupLink products which violate trade and tariff regulations.

14.9 **Records Examination.** Partner agrees to allow GroupLink to examine Partner's GroupLink records to determine compliance or non-compliance with this Agreement. Any examination will be at the expense of GroupLink and will be solely for the purposes of ensuring compliance with this Agreement. Any examination will be conducted only by an authorized representative of GroupLink, and will occur during regular business hours at Partner's offices and will not interfere unreasonably with Partner's business activities. Comprehensive examinations will be made no more frequently than quarterly and GroupLink will give Partner at least ten (10) days prior written notice of the date of each such examination and the name of GroupLink's authorized representative who will be conducting the examination. All information obtained by GroupLink's authorized representative conducting any such examination will be maintained as confidential by the representative. Notwithstanding, the authorized representative will give Partner and GroupLink an examination report containing only the information necessary to indicate the level of compliance or non-compliance with this Agreement.

14.10 **Headings.** The headings provided in this Agreement are for convenience only and will not be used in interpreting or construing this Agreement.

The undersigned represents and warrants to GroupLink Corporation (GroupLink) that he/she has read the above Agreement and that he/she has been duly authorized to sign this Agreement on behalf of Partner.

Agreed to and accepted by:

_____	GroupLink Corporation
Partner Company Name	David S. Turner, President
_____	_____
Name & Title (printed)	Signature
_____	_____
Signature	Acceptance Date
_____	_____
Date	Assigned Geography (if any)

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