

## Schedule R – “Reseller”

This Reseller Schedule (this “Schedule R”) is a Schedule to the General Terms. For the purposes of the Services under this Schedule R, the General Terms and this Schedule R constitute, collectively, the “Master Agreement”, other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule R. This Schedule R shall co-terminate with the General Terms.

The Master Agreement, along with a duly executed Partner Acceptance Agreement, authorizes you to participate in a FYISOFT Alliance Network as set forth in the Partner Acceptance Agreement (or as otherwise agreed in writing) and sets forth the terms of your participation.

### 1. DEFINITIONS

- 1.1. “**Services**” means, collectively, the Alliance Services ordered by You under this Schedule R.
- 1.2. “**Alliance Network**” are the networks designed by FYISOFT for You to promote FYISOFT Products and/or Service Offerings, enhance the satisfaction of FYISOFT clients and customers, and to augment Your expertise in FYISOFT Products and/or Service Offerings.
- 1.3. “**Territory**” is the geographic territory in which You may participate in Alliance Network.
- 1.4. “**FYISOFT Marks**” are the trademarks, corporate logo, and other visual material owned by FYISOFT.

### 2. ALLIANCE TERRITORY

You may participate in the Alliance Networks only in the Territory designated in Your Partner Acceptance Document. The Territory will default to the country based on your headquarters address if no Territory is identified in the Partner Acceptance Document. Participation in any Alliance Networks outside of Your Territory may be considered a breach of this Master Agreement.

### 3. MARKETING

- 3.1. You will use reasonable efforts in the Territory to (i) demonstrate, actively market, promote and resell the Products and Service Offerings; (ii) make periodic and regular demonstrations that showcase the features of the Products; (iii) establish and maintain appropriate marketing and distribution facilities and personnel to create and meet the demand for the Products in the Territory; and (iv) carry out the promotional and other tasks set forth this section.
- 3.2. You agree to confer periodically with FYISOFT, at FYISOFT’s request, on matters relating to market conditions, sales forecasting, product planning, and promotional marketing strategies.
- 3.3. In marketing, promoting, or licensing the Products and/or Service Offerings, you agree to make it clear that FYISOFT is the source of the Products and/or Service Offerings. You shall retain all notices, including copyright and trademark notices, on the Products and/or Service Offerings.

3.4. You may add Your own material to the Alliance Networks, solely for the purposes of Your own marketing activities. Any material which is added must be clearly marked as Your material.

#### **4. TRADEMARKS**

4.1. FYIsoft grants You a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the FYIsoft Marks solely in connection with the marketing and distribution of FYIsoft Products and/or Service Offerings as permitted in this Master Agreement, without the right to sublicense.

4.2. You will follow the standards of quality established by FYIsoft and adhere to the FYIsoft Marks usage guidelines found at <http://www.fyisoft.com/alliances/guidelines>.

4.3. Any other use of FYIsoft Marks is not permitted. You will provide FYIsoft with representative samples of the use of FYIsoft Marks contained within any materials including, but not limited to, web pages, marketing, advertising, promotional and collateral materials.

#### **5. TERMS OF DISTRIBUTION**

5.1. FYIsoft sells the Products and Service Offerings on a per "Unit" basis. You must resell the Products and Service Offerings on the same per Unit basis for each Products and/or Service Offerings.

#### **6. COMPLIANCE OBLIGATIONS**

6.1. You acknowledge and agree that you and your owners, directors, officers, employees or agents have not, and will not, make, offer, authorize, or promise payment of anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or employees, consultants, or representatives of the customer, prospect or supplier, or immediate family member of such persons (or any other person) for the benefit of such persons for the purpose of obtaining or retaining business or securing any improper advantage.

6.2. You agree to accurately document all transactions related to this agreement in your financial books, records, statements, and in reports or other documents provided to FYIsoft.

6.3. You will represent the Products and Service Offerings accurately and fairly and, at all times, avoid misleading, illegal, or unethical business practices. You will not make any claim or representation relating to the performance or functionality of the Products or Service Offerings other than as expressly set forth by FYIsoft in the Program Documentation.

6.4. You must inform FYIsoft without undue delay if You become aware of any third party: (a) using or otherwise having unauthorized access to any Products or Service Offerings, including, without limitation, if You become aware of any third party exceeding licensed levels; and/or (b) marketing, licensing, positioning, proposing, providing and distributing and Product and/or Service Offerings without authorization. In such case, You must: (a) assist FYIsoft in every reasonable way in the pursuance of their respective rights and, upon consultation with FYIsoft, immediately take all steps for the protection of those rights; and (b) temporarily stop marketing, licensing, positioning, proposing, providing and distributing Products and/or Service Offerings to any such third party unless and until such ambiguity is resolved to FYIsoft's satisfaction.

6.5. You will not use the Products and Service Offerings to create an offering competitive with FYIsoft, directly or indirectly for the benefit of any other person or entity or permit any third party to make such use. If FYIsoft determines that any of the Products or Service Offerings is being used (in whole or in part) by You in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of the Alliance Networks or (c) create revenue without payment of fees to FYIsoft for Products or Service Offerings, FYIsoft may immediately suspend performance and/or terminate

this Master Agreement and any Alliance Networks, Products, and/or Service Offerings, and reserves its rights to exercise any and all legal and equitable remedies available to it.

6.6. You will at all times comply with the terms of the Master Agreement and conduct business in its own name and in such a manner that will be reasonably expected to reflect favorably at all times on the Products and/or Service Offerings and the good name, goodwill and reputation of FYIsoft.

6.7. The FYIsoft Products are sold without return privileges.

## **7. VERIFICATIONS**

During the Term and for at least one (1) year thereafter, You will keep and maintain commercially reasonable written records regarding Your use and distribution of the Products and Services Offerings and business activities related to the Alliance Networks. FYIsoft may, at its own expense, verify your written records to determine Your compliance with this Master Agreement.

This verification may take the form of requests for information, documents or records (to which You will respond promptly), on-site visits (for which You shall grant FYIsoft the requisite access), or both.

The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Your business. For an on-site visit, FYIsoft will give You at least thirty (30) day's prior written notice.