



THIS AGREEMENT Between:

Windward Software Inc.
200-3547 Skaha Lake Road
Penticton, B.C. Canada V2A 7K5
Phone (250) 492-8888 or (800) 663-5750
Support (250) 493-6366 or (800) 492-2723
Fax (250) 492-8886
E-mail don@wvs5.com
Web <http://www.windward-software.com>

also know as Windward.

And

Company Name:
Contact Name:
Address:
Phone: Fax:
E-mail:
Web Site:

also know as The Associate Partner

is Dated (Year/Month/Day) ____/____/____ and will remain in force for a period of twelve months from this date.

PURPOSE – Associate Partnership Agreement

This agreement spells out the terms of the associate Partnership relationship. This relationship allows the Partner to sell the Windward System Five software package and other software or goods produced by or distributed by Windward Software Inc. This agreement is a simple agreement written in plain English so as to be easy to understand and administer. This is not intended to be a strict legal document that could be used in a court of law. Should disagreements arise, the issues will be resolved by negotiation. Failing an agreed upon negotiated resolution, Windward Software retains the right to make all final decisions.

CANCELLATION

The Partner may withdraw from being a Partner after one year. However, they will still be responsible for the support of any Windward clients that they have installed, unless suitable arrangements have been made with Windward Software Inc. Windward Software Inc. may only cancel this agreement if they deem there are serious problems with the ability of The Partner to properly represent, sell, install, or support the Windward Software products. Any contracts The Partner has with their clients will not be supported by Windward Software Inc. unless suitable funds are forwarded on to Windward Software Inc.

Associate Partner Agreement

RENEWAL OF AGREEMENT

At the end of the 12 month term of this agreement, Windward Software Inc. will extend the agreement for an additional 12 months if The Associate Partner has made a reasonable number of sales based on the performance of other Partners in similar markets. Windward Software Inc. retains the right to renegotiate the terms of this agreement as part of the renewal process.

EXPECTATIONS

The Associate Partner shall have the following minimum qualifications:

- **The cost to be an Associate Partner is \$3000 USD**
- **Associate Partners are to make a minimum 4 sales per year.**
- Be actively involved in selling consulting services or hardware on a full time basis.
- Have a valid business license and other permits and licenses as required.
- Have Internet access and e-mail, and check his or her e-mail every day.
- Have a good understanding of hardware, modems, networks and other software.
- Have a copy of Windward System Five loaded on a computer for demo purposes.
- Strong knowledge of DOS, Windows, and Networks used.

PARTNER PACKAGE INCLUDES

- Access to up-to-date Windward System Five Demo Software
- Access to all marketing materials
- Access to the Windward Partner Site
- Links to and from the appropriate Windward Web Site
- 20% Discount on all System Five Sales * see provisions next paragraph
- 20% Discount on all Training and Support Sales that are performed by Windward Software * see provisions next paragraph

Direct Sales

Twenty percent discount is applied to invoice at the time of the sale to the Associate Partner. The Associate Partner is to pay for Windward product and services minus the Partner discount of 20%.

Referral Sales

If Windward is to take payment directly from the Client, the Associate Partner will receive a 10% commission based on the selling price of the software license portion only. A commission payment will be mailed to the Associate Partner 30 days after final payment has been received from the client.

Referral Clause

Associate Partner commissions are not paid on renewal fees, nor any upgrades or additional product purchase by referral clients after original sale.



Associate Partner Agreement

WINDWARD PRODUCT PRICES

Current, full retail prices lists, will be posted on our Partner website: Partner.WWS5.com

SUPPORT

The AssociatePartner is eligible for 60 minutes of free 1-800 telephone support during regular business hours **for each sale** made during the life of this agreement. This support is for the Associate Partner's use only. (The client must purchase support directly from Windward as required)

OWNERSHIP OF LOGO, TRADEMARKS & MARKETING MATERIALS

Windward Software Inc. will retain all ownership of the Names Windward Software Inc., Windward System Five, Windward Food and Beverage, Windward Cash Polling, our Logo, and any other identifying names or marks in relation to our software. All marketing materials, electronic files and brochures relating to any Windward Software Inc. product are also solely owned by Windward Software Inc. The Partner agrees to the following conditions of usage of these items:

- The Logos and Trademarks must be used in such as way as to signify that you are a Windward Partner and that these Logos and Trademarks do not belong to you or your company. For example, adding the words "Associate Windward Partner" to a business card with the Windward Logo would satisfy our needs.
- All electronic logos, brochures, and files are the property of Windward Software Inc. and must be returned or destroyed at the termination of this agreement. In addition, these electronic files must be kept in your possession and must never be given or sold to others without the written consent of Windward Software.

PAYMENTS

Windward Software will accept a major credit card or direct bank transfer. Checks are acceptable, but must clear before permanent license codes are released. Any exceptions are to be negotiated between the Channel Manager and the Associate Partner. Any negotiated exceptions have to be in writing.

PROTECTION OF TERRITORY

For an Associate Partner, we will not guarantee the protection of your territory. There may be other Associate Partners working near you, or traveling through your area. Of course, you have the right to travel into surrounding towns and other areas not already covered by a Fully Authorized Windward Partner, whose territories may be protected.

SALES LEADS

Windward Software Inc. may pass sales leads onto the Associate Partner as it deems fit although Windward is under no obligation to do so.



Associate Partner Agreement

SALES SUPPORT

Windward Software will supply a reasonable amount of toll-free sales support for The Associate Partner to help with potential sales, such as helping the Partner answer questions, configure the hardware, or suggest possible solutions. Windward Sales representatives will help demonstrate the software with the Partner and customer in attendance.

MARKETING MATERIALS

Windward Software Inc. will make marketing materials available in PDF format to enable The Associate Partner to print brochures and other marketing materials.

E-MAIL

Much of our business is conducted via e-mail, including answering of questions, transferring of files, etc. We expect that the Associate Partner will maintain an active e-mail address and will check for mail at least once per day.

FTP SOFTWARE DOWNLOADS

Windward Software is constantly updating the software, and new copies are placed on the ftp site. We expect the Partners to be able to download the new software and demos off the Internet as required to save time and money.

Signed for Windward Software Inc.

Signed for The Associate Dealer

Date

Date

