



THIS AGREEMENT Between:

Windward Software Inc.
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Penticton, B.C. Canada V2A 7K2
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Fax (250) 492-8886
E-mail sales@wws5.com
Web http://www.wws5.com

also know as Windward Software Inc.

And

Company Name:

Contact Name:

Address:

Phone:

Fax:

E-mail:

Web Site:

also know as The Partner

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

PURPOSE – Full Partnership Agreement

This agreement spells out the terms of the full 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 full 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 Full Partner has with their clients will not be supported by Windward Software Inc. unless suitable funds are forwarded on to Windward Software Inc.

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 Partner has met the minimum revenue expectations as detailed below and has a positive customer satisfaction index as based upon Windward's customer satisfaction survey. Windward Software Inc. retains the right to renegotiate the terms of this agreement as part of the renewal process.

EXPECTATIONS

The Partner shall have the following minimum qualifications:

- **Completed the mandatory 5 day partner training seminar.**
- **Paid the \$12,500.00 US for becoming a full partner.**
- **Full Partner are to generate a minimum of \$60,000 US in Windward revenue per year.**(After discount, custom programming charges excluded)
- Be actively involved in selling consulting services or hardware on 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, Networks and other Software.
- Have a copy of Windward System Five loaded on a computer for demo purposes.
- Strong knowledge of Windows and Networks used.

PARTNER PACKAGE INCLUDES

- Five days of training at Windward Office
- Certification process upon completion of Windward Training
- One Five-User System to use or re-sell
- 1200 Minutes of 1-800 Telephone Support (where available)
- Access to up-to-date Windward System Five Demo Software
- Access to all marketing materials
- Access to all leads generated in their area and vertical
- 35% Commission on all System Five Sales

COMMISSIONS

The Full Partner is entitled to a 35% discount off of the suggested list prices of Windward Software products unless otherwise stated. The Full Partner will receive a price list of their cost and the full retail price of the products. The Full Partner is also receives 35% of all update fees their customer pays for as long as the partner remains active. The Full Partner will also derive 100% of all Training, Support, Networking and Hardware sales revenues that the Partner performs for their client without the involvement of Windward Software. No discounts will be given for other products and services such as on-site training, telephone support, etc. that are performed or supplied by Windward Software.

SUPPORT

The Partner is eligible for 1200 minutes of 1-800 telephone support (where available) during Windward's regular business hours for the first year of The Partner contract. If the partner is choosing to sell their own support contracts to service their clients, a reasonable level of support proficiency and their one and their two levels of support are expected. This includes call back time, open hours of operation, etc similar to what Windward Software Inc is currently providing.

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 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 “Authorized 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

When a customer’s system is installed, Windward Software Inc. will issue 14 day unlocking codes that allow usage of the program. When loaded, the software will clearly show the time limited date to the customer until payment has been received at which time all locks and warnings will be removed. To expedite payment, Windward Software will accept Visa or direct bank transfer. Checks are acceptable, but take longer to be received by us and can therefore delay the issuance of unlocking codes. Any exceptions to this have to be agreed to by both Windward Software Inc. and The Partner. Any exceptions also have to be in writing that layout the specific details of the agreement.

WINDWARD ON-SITE CUSTOMER TRAINING

Windward Software Inc. is available for on-site training for the customer at our normal published rates plus expenses. Payment must be received before the flights will be booked Alternately, the customer may pay for the travel and have the tickets delivered to Windward Software Inc. Payment for training must be made before the training commences. Other fully authorized Windward Partners may be available for on-site training, and these options can be discussed at the time.

PROTECTION OF TERRITORY

As The Full Partner, we will guarantee the protection of your territory. The territory is set as {to be determined} sq. miles from your place of business, or up to a population of 100,000. Some territories will have the possibility of two or more Full Partners. Such areas would be the size of Toronto, Vancouver, Los Angeles, and other large metropolitan areas. However, based on The Full Partner setup, a large Metropolitan area can be protected with a high volume of sales each year. Such protection would warrant having a large sales, training, and support staff. The protected territory or full partner exclusive time period for The Partner is {to be determined}. Outside of the protected area, you will be able sell Windward Software to any other location, on the assumption the customer is not an existing client of Windward Software Inc or into another full partner’s territory.

SALES LEADS

Windward Software Inc. will attempt to pass sales leads onto The Partner as the customer leads become available via word of mouth, advertising, world wide web, trade shows, and other methods.

SALES SUPPORT

Windward Software will supply toll-free support for The Partner to help with potential sales, such as helping the partner answer sales related questions or suggest possible solutions.

DEMONSTRATIONS

If required, we will help demonstrate the software long distance over a speaker phone with The Partner and customer in attendance. Normally, Windward Software Inc. and The Partner will have the same copies of the software and demos loaded at each end to avoid the necessity of using a modem and PC Anywhere. If required, the computers could be connected over the internet using PC Anywhere or VNC for demo purposes. If a second phone line is needed for the modem, charges will be billed to The Full Partner's phone bill.

MARKETING MATERIALS

Windward Software Inc. will make marketing materials available in PDF format to enable The Partner to print fold-ups, brochures and other marketing materials. Printed marketing materials are available from Windward Software Inc. and will be sold at cost.

WEB PAGES

The Partner is required to have a web page on the internet advertising their business and Windward System Five. The Partner must link their page to Windward Software Inc. and Visa-Versa, Windward Software Inc. will link to the Partner's page. If The Partner does not currently have a web page, Windward Software Inc. will host the site on their server for a cost of \$50 per year complete with an independent domain name.

E-MAIL

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

SOFTWARE DOWNLOADS

Windward Software is constantly updating the software, and new version are made available 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. CD's will be mailed for major releases and for customer use only.

Signed by Windward Software Inc.

Signed by The Partner

Date

Date