



RESELLER APPLICATION

Company Name _____ Phone _____

Address _____ Fax _____

_____ Web _____

_____ Email _____

_____ Tech Email _____

President Name _____

Phone _____ Email _____

Years in Business _____ Tax ID Number _____

Annual Sales _____ CFO Name & Number _____

Total # of Employees _____ Total # Tech _____

Number in Sales _____ Name for Lead Tech _____

Number in Training _____ Email for Lead Tech _____

Number of Offices _____ Office Location _____

Name of Sales _____ Email of Sales _____

Describe Your Customer Base _____

Describe Your Marketing Plan, ie. Seminars, Direct Mail, etc. _____



TRADE REFERENCES

Complete addresses (including zip codes) along with account numbers and telephone numbers are needed.

Company Name _____ Account # _____

Address _____

Contact _____ Phone _____

Company Name _____ Account # _____

Address _____

Contact _____ Phone _____

Company Name _____ Account # _____

Address _____

Contact _____ Phone _____

Company Name _____ Account # _____

Address _____

Contact _____ Phone _____

We make the foregoing confidential application for credit in writing intending that you should rely upon it for the purpose of our obtaining merchandise from you on account and that our financial condition is satisfactory and we can meet and pay all invoices according to your terms. We also accept and understand Grande Vitesse System's right to charge the maximum allowable interest per month on any accounts not paid in 30 days.

Authorization signature _____

Title _____ Date of signature _____

PRINCIPAL SHIP-TO LOCATION

Ship-to name _____

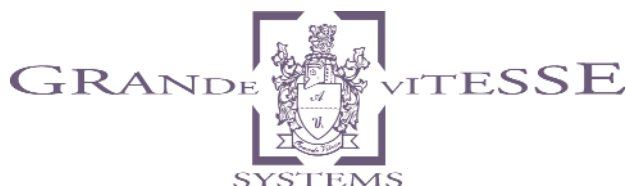
Contact _____

Street address _____ City _____

State _____ Zip _____

Phone _____





Reseller Agreement

This agreement is entered into between Grande Vitesse Systems, of 390 Fremont St., San Francisco, California 94105, a California corporation ("GVS") and ("Reseller").

1. APPOINTMENT UPON APPROVAL

1.1 Appointment: GVS appoints and authorizes Reseller as an authorized, non-exclusive, distributor of the GVS9000, Nomadic, Metropolis and Panoramic ("Products").

1.2 Territory: Reseller will have the non-exclusive right to market, sell, and promote the Products to end users in any state or countries where Reseller conducts business. GVS expressly reserves the right to market, sell and otherwise distribute the Products itself or through other persons without payment to Reseller.

2. PURCHASES AND SALES

2.1 Prices: Reseller will pay GVS the applicable U.S. list prices in effect at the time GVS receives Reseller purchase order for Products, with prepayment of agreed discount.

2.2 Price Changes: GVS reserves the right to change its U.S. list prices and its Reseller discount schedules with 30 days notice.

2.3 Delivery Charges, Taxes: All prices for Products are F.O.B. GVS's warehouse in San Francisco, California. Prices are exclusive of delivery, insurance, sales tax, use tax and other taxes, federal or state, or otherwise, however designated, customs duties, license fees, administration fees, and other costs which are levied or imposed by reason of the transactions contemplated by this Agreement, which will be paid exclusively by Reseller. Without limiting the foregoing, Reseller shall promptly pay GVS an amount equal to any such items actually paid, or required to be collected or paid by GVS.

2.4 Payment: Subject to the prior written approval of GVS credit department, Reseller will pay GVS for Products before the date of shipment, and will pay late charges on payment due date. GVS reserves the right to change or limit this payment term, or refuse new orders from Reseller, in the event payment is not made in a timely manner.

3. ORDERS AND SHIPMENTS



3.1 Purchase Orders: All orders must be accompanied by a Purchase Order. All orders are subject to acceptance by GVS.

3.2 No Additional Terms: All accepted orders will be governed exclusively by the terms and conditions of this Agreement. No additional or different terms or conditions appearing on the face or reverse side of any order by Reseller shall become part of such order.

3.3 Time of Delivery: Shipments are subject to availability. GVS will use best efforts to fill accepted orders within two weeks, or as otherwise agreed in writing by the parties, and to advise Reseller in advance of any inability to make full and timely delivery. GVS reserves the right to schedule or re-schedule any order, at its discretion, provided Reseller agrees to rescheduling in writing.

3.4 Changes, Cancellations: Orders canceled or changed less than ten (10) days before the scheduled date of shipment are subject to a fifteen percent (15%) restocking charge. GVS reserves the right to add, modify, or discontinue any model or type of Product at any time without prior notice.

3.5 Risk of Loss: Title and any and all risks of loss, damage, or delay will pass to Reseller at the time which the Products are delivered to the carrier. In the absence of written instructions from Reseller, GVS will select the common carrier and insurance carrier but will not thereby assume any liability in connection therewith. The carrier and insurance carrier are in all circumstances the agents of the Reseller.

4. TERMS OF SALE

4.1 Warranty: Terms of the standard Product warranty are detailed in warranty information supplied with each Product. All Products are distributed to Reseller under the terms of said standard warranty. Reseller will supply a copy of the warranty with each Product distributed to an end user.

4.2 Warranty Service: Reseller will use best efforts to determine the nature of any defect, and will obtain an RMA number from GVS prior to returning any Product. Reseller will be entitled to replacement or repair, at GVS's discretion, of any defective Product under warranty. For Products out of warranty, GVS will perform service and repairs at its standard Time and Material rates.

4.3 DISCLAIMER OF WARRANTY: EXCEPT FOR THE STANDARD LIMITED WARRANTY REFERENCED IN THIS AGREEMENT (SECTION 4.1), GVS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING ANY PRODUCT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS ARE HEREBY EXCEEDED.

4.4 LIMITATION OF REMEDY: RESELLER AGREES THAT GVS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT RESELLER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN OR MANUFACTURE, OR ANY OTHER CAUSE. IN NO EVENT WILL GVS BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES. RESELLER AGREES THAT GVS'S SOLE RESPONSIBILITY IN CASE OF BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY, WILL BE FOR GVS TO REPAIR OR PROVIDE A REPLACEMENT FOR PRODUCTS.



4.5 Export Licensing: Reseller assumes full responsibility for adhering to the U.S. Department of Commerce Bureau of Export Administration's regulations for exporting Products from the United States.

4.6 Intellectual Property: Reseller agrees that GVS is the sole owner of all proprietary, patent, copyright, trademark, and trade secrets rights in the Products, any documentation therefore, and the trade names and markings used therewith, worldwide. Reseller will not use or permit to be used by any person any patents, trademarks, service marks, or trade names and markings of GVS without GVS's written consent. Reseller will not make any copies of GVS's proprietary, copyrighted, or trade secret material without GVS's prior written consent.

4.7 Confidential Information: Reseller will, during the term of this Agreement and thereafter, maintain the confidentiality of any and all confidential, Proprietary, and trade secret information of GVS including, without limitation, technical and engineering data, product and business plans, Reseller discounts and terms, and lists of suppliers, purchasers, agents, representatives, distributors, and customers. Reseller will not use or permit any other person to use such confidential, Proprietary, or trade secret information except as authorized by GVS, and will return any and all such information, and all copies thereof, upon request or upon termination of this Agreement.

5. TERMS, TERMINATION

5.1 Term: This Agreement will be effective as of the date hereof when executed by GVS and Reseller, and will remain in effect for one (1) calendar year. This Agreement will automatically renew for successive periods of one calendar year unless terminated as provided herein.

5.2 Termination with Notice: Either party may terminate this Agreement without cause and without compensation to the other party at any time by giving the other party ninety (90) days written notice. Either party may terminate this Agreement for cause at any time by giving the other party notice that it has substantially breached this Agreement.

5.3 Automatic Termination: This Agreement will terminate automatically, without notice and without compensation, in the event Reseller becomes insolvent, suffers or permits the appointment of a trustee or receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, makes an assignment of this Agreement without GVS's consent, or winds up or liquidates, voluntarily or otherwise.

5.4 Terms Applicable After Termination: In the event of termination, Reseller will remain liable for any amounts owing for Products shipped to Reseller. Upon termination, Reseller will return all price lists, service manuals, confidential, proprietary, and trade secret information, and other documents and information provided by GVS, and cease using all GVS trade and service marks and names. The terms and conditions of this Agreement concerning warranty and limitation of liability (4.1-4.4), export (4.5), intellectual property (4.6), confidential information (4.7), agency (6.1), and law and arbitration (6.5-6.6), will remain in force after termination.

6. MISCELLANEOUS

6.1 No Agency: Reseller is not the agent or legal representative of GVS for any purpose whatsoever. Reseller and GVS will conduct their respective businesses as principals for their own accounts and at their own expense and risk. Reseller covenants and warrants that it will not act or represent itself as GVS's agent, or make any representation or create any obligation or responsibility, express or implied, on behalf of or in the name of GVS.



6.2 No Assignment: Reseller will not transfer or assign this Agreement or any rights or responsibilities hereunder without written consent of GVS. Any such transfer or assignment without GVS's written consent is void. This Agreement is binding upon the parties hereto and any respective successors and assigns.

6.3 No Implied Waiver: The failure of either party at any time to require performance by other party of any provision hereof will not affect in any way the full right to require such performance at any time thereafter. Nor will the waiver of either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

6.4 Force Majeure: Neither party will be liable for any delay or failure to perform its obligations under this Agreement due to force majeure, including without limitation, riots, wars, storm, flood, earthquake, fire, acts of nature, transportation delays, raw materials, or power or other utility services, and acts in compliance with any applicable law, regulation, order, or other requirement of any governmental body.

6.5 Controlling Law: The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of California applicable to agreements entered into between California residents and wholly to be performed in California.

6.6 Arbitration: Except for GVS's right to apply to a court of competent jurisdiction for a restraining order, Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending arbitration, or for GVS's right to bring a simple suit for amounts due for Products, any dispute, controversy, or difference related to this Agreement or any breach hereof shall be finally settled by arbitration in San Francisco County, California according to the rules of conciliation and arbitration of the American Arbitration Association. Each party agrees to be bound by an arbitration award rendered. Judgement upon an arbitration award may be entered in any court having jurisdiction.

6.7 Entire Agreement: This Agreement contains all of the agreements, covenants, understandings, conditions, representations, warranties, and other undertakings made between GVS and Reseller. Unless set forth herein, neither party will be liable for any such undertakings. The invalidity or unenforceability of any provision hereof will not affect the validity and enforceability of all other provisions. All modifications and amendments hereto must be in writing.

IN WITNESS WHEREOF, GVS and Reseller have caused this Agreement to be executed and do each hereby warrant and represent that their respective signers whose signature appears below has been and is on the date hereof duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Grande Vitesse Systems "GVS"

Reseller

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



CREDIT INFORMATION

We kindly ask that all areas on both pages of the Credit Information Form be completed. Incomplete applications only hinder the credit verification process and may result in restricted credit terms.

COMPANY INFORMATION

Business Name _____
DBA or AKA Name _____
Contact Name _____
Street Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Accounts Payable Contact _____ Resale Number _____

BUSINESS PROFILE

Organized as: ☐ Corporation ☐ Sole Proprietorship ☐ Partnership Date Business Established _____
Under The Laws Of (State) _____ Name of Principal _____

FINANCIAL DATA

Company Sales Last Year _____ Estimate This Year _____
Number of Outlets Last Year _____ This Year _____
Net worth _____
Current Liabilities _____
Other Liabilities _____

BANK REFERENCES

We authorize Grande Vitesse Systems to contact the accounts listed below for credit information _____

Bank Name _____ Branch _____
Street Address _____ Account Officer _____
City and State _____ Phone _____
Checking Account# _____ Savings Account # _____
Credit Line Amount With Bank _____ Loan Amount _____
Secured Yes ☐ No ☐ Secured By _____

