

Thank you for your interest in becoming an authorized Trinity reseller. Please fill out this form and then fax or mail a signed original to us. Be sure to retain a copy for your records. We look forward to working with you as a TDA partner.

FAX to: 650-594-8453

**Mail to: Trinity Realtime, Inc.
865 Laurel Street
San Carlos, CA 94070**

General Company Information:

Business Name: _____

Person to Contact: _____ Title/Position: _____

eMail: _____

Web Site URL: www. _____

Street Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Business Structure: Corporation Sole Proprietorship Partnership LLC Other _____

Date Founded: _____

Policy Statement:

Trinity Realtime software and services are sold exclusively through its Dealer network. Dealers earn commissions on sales by securing end-user customers to purchase Trinity Realtime products. A sale is confirmed when Trinity Realtime receives a purchase order from a Dealer naming a specific customer as the buyer. Commissions are paid to Dealers ONLY after payment has been received by Trinity Realtime. Distribution of commissions are made at the end of the month following the month the applicable receivables were collected. Customers may purchase Trinity Realtime software in two different ways: (1) a License purchase, wherein the total cost of the software is paid in full upon delivery, or (2) as a Lease/Purchase Contract, wherein the customer opts to buy the software by making 24 equal monthly payments to receive software usage, upgrades, technical support and web site hosting--at the end of the 24 months, the License then becomes the customer's property. In both cases, the Dealer is paid a commission. Trinity Realtime may decline to accept any purchase order submitted by the Dealer for any reason whatsoever, even without giving a reason for the refusal. Registered Dealers are required to comply with and uphold Trinity Realtime License Agreement (as printed on all software products sold) to the best of their ability. Knowing violation of any such License Agreement, or not reporting known violations is grounds for termination of the Dealer status as well as any appropriate legal action.

All information provided on this form is truthful and accurate. The person providing this information is an officer of the company who is knowledgeable about the subjects involved and is authorized to disclose the information.

Submitted by: _____

Signature

Date



Dealer Terms

This section of the Dealer Registration is the official **Dealer Terms Agreement**. Be sure to carefully read all terms and conditions contained in the Dealer Terms contract agreement. Trinity Realtime strongly recommends that you consult a legal advisor to assist you in the review of this document. Submission of this Registration indicates that you have thoroughly examined this contract and do accept its terms and conditions without exception.

Contract Agreement

Dealer Name: _____

1. GENERAL TERMS AND CONDITIONS

1.1 Appointment. We appoint you as our non-exclusive reseller for Trinity Realtime software products and related services (the "Software"), and you accept this appointment. We authorize you to License the Software ONLY to end-user customers ("Customers") and only within the United States and Canada. You agree to transfer the Software to Customers only through the use of the official Trinity Realtime Software License Agreement and the Trinity Realtime License Registration Form included with the Software.

1.2 TDA Program. This appointment is governed by this Agreement and amended by us from time to time. You have been accepted as a participant in the TDA Program as described in this Agreement. We will provide you copies of any changes in the TDA Program within ten (10) days of such change.

2. YOUR RESPONSIBILITIES

It is your responsibility under this Agreement to:

- (a) Comply with this Agreement.
- (b) Deliver to the Customer all Software purchased by the Customer, including all media, documentation and related materials.
- (c) Make certain that every Customer understands and accepts the Software License Agreement provided with the Software.
- (d) Make certain that every Customer signs and returns an original of the Registration Form provided with the Software.
- (e) Work with the Customers in a competent, professional and effective manner.
- (f) Utilize your best efforts to ensure that Customers are satisfied and able to use the Software.

3. RELATIONSHIP

You are an independent contractor and are NOT our agent, partner, or representative. You have no power to bind us, or to change or vary any of our terms, conditions, warranties, or promises.

4. OWNERSHIP AND PROPRIETARY RIGHTS

You acknowledge that all right, title and interest in the Software is the property of Trinity Realtime and its Licensors. YOU ACKNOWLEDGE THAT THE SOFTWARE IS COPYRIGHTED AND THAT YOU MAY NOT REPRODUCE ANY COPIES OF THE SOFTWARE. You are expressly prohibited from reverse engineering, modifying in any way or decompiling of the Software. You may not sub-license, assign, or transfer any of your rights relating to the use of the Software, except as expressly permitted by this Agreement. You indemnify and hold Trinity Realtime harmless from and against any loss, liability, damage or expense (including reasonable attorney's fees) incurred by us as a result of your breach of any of your obligations under this section, or under applicable copyright or intellectual property law.

5. TRADEMARKS AND SERVICE MARKS

"Marks" shall mean all trademarks, service marks, trade names, logos or other words identifying or used in connection with the Software. You acknowledge that all Marks are and will remain our exclusive property. You agree not to use the Marks in any advertising or in any other way, except you may use the Marks to:

- (a) State that you are authorized to sell the Software and/or to provide services for the Software, as set forth in this Agreement; and
- (b) Refer to the Software items by their associated Marks, provided that such references are truthful and not misleading, and that you clearly identify Trinity Realtime as the owner of the Marks.





6. WARRANTY AND LIMITATIONS ON WARRANTY

6.1 Warranty/Limitations. We warrant all Software acquired by you under this Agreement is accordance with our standard written warranties, in effect at the time of the sale.

SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RESPECTING THE SOFTWARE AND ANY SERVICES PROVIDED BY US, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WE SHALL HAVE NO OBLIGATION TO ANY END USER UNDER ANY WARRANTY GIVEN BY YOU, YOUR AGENTS OR YOUR EMPLOYEES.

IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, OUR LIABILITY (a) UNDER ANY PROVISION OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OR (b) FOR ANY DAMAGES CAUSED BY SOFTWARE OR DEFECT OF FAILURE IN SOFTWARE, OR (c) ARISING FROM A COURT OR ARBITRATION PANEL OF PROPER JURISDICTION HOLDING ANY OR THE ABOVE WARRANTIES OR DISCLAIMERS OF WARRANTIES INVALID, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO US PURSUANT TO THIS AGREEMENT AND ARISING OUT OF THE TRANSACTION(S) GIVING RISE TO SUCH LIABILITY.

6.2 Indemnity. You agree to indemnify us and to hold us harmless from and against any loss, damage, claim or demand whatsoever arising out of your activities, including, but not limited to, any express warranties or representations made by you, your agents or employees, which are not part of our written warranty and approved specifications for the Software.

Your remedy from us under this Agreement for any breach of warranty or other claim of defect in the Software shall be limited to, at our election, either a credit to your account of the corresponding original purchase price of the Software, less any applicable restocking fee, or replacement of the Software with a charge for any applicable exchange fee.

6.3 No Other Warranty. You agree that with respect to the Software, you will give and make no other or different warranty or representation as to quality, merchantability, fitness, or any other feature of the Software other than has been made in writing by us in our written warranty and software documentation.

7. CONFIDENTIALITY

You agree not to disclose any confidential information that you receive from us, whether oral or written, or in other tangible form and that is identified by us as confidential or proprietary, to any employees who do not have a specific need to use such information, or to any other party, without our prior written consent. All employees or other persons who receive our confidential information must be bound by a written agreement not to disclose such information to any other parties without our prior written consent.

8. TERMINATION OF THIS AGREEMENT

This Agreement terminates:

- (a) ten (10) days after we notify you of any breach of any provision of this Agreement, including but not limited to subsection 2(g), unless such breach is cured by you within ten (10) days of such notice; or
- (b) automatically, if you are the subject of a proceeding in bankruptcy, placed in receivership, or enter into an arrangement for the benefit of your creditors; or
- (c) automatically upon your death or physical or mental incapacity, or that of the principals of your company where no qualified person remains to meet the minimum requirements of this Agreement; or
- (c) upon 30 days' written notice by either party to the other party.

You may not assign this Agreement. If you change your legal structure or undergo any change in ownership of stock or partnership or other ownership interest, then we may terminate this Agreement without notice. We may assign this Agreement and our interest in the Software to any party without your consent. This Agreement shall inure to the benefit of any successor of Trinity Realtime.

Neither of us shall be liable to the other for any damages, losses or expenses related to the termination of this Agreement. Your obligations to pay for Software delivered to you and to protect our confidential information continue after termination.



9. PRICING, PAYMENT AND RECORD KEEPING

9.1 Payment. You will pay us amounts as set forth in our current price list as published from time to time in conjunction with the TDA Program, **prepaid or C.O.D.**, unless we agree to other terms in writing with you.

9.2 Records. You agree that during the term of this Agreement, and for a period of one (1) year after its termination, to maintain records relating to the contracts, licenses, invoices, accounts, complaints, and other transactions which occur concerning the Software. You agree that we, or our authorized agent, shall have the right to inspect these records and other financial information pertaining to us or the Software.

9.3 Risk of Loss. All risk of loss for copies of the Software shall pass from us to you at the time and place of delivery to you or the carrier for delivery to you, whichever occurs first.

10. ARBITRATION

Any disputes between us arising under this Agreement, or related to this Agreement or the TDA Program in any way, shall be resolved by submission to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be held in San Mateo County, California. The non-prevailing party in the arbitration shall bear the expenses in the arbitration proceeding, including reasonable attorney's fees, unless the arbitrator determines otherwise. Judgement upon the award may be entered in any court of competent jurisdiction.

11. MISCELLANEOUS

11.1 Entire Agreement. This written Agreement constitutes the entire agreement between us with respect to the subject matter and supercedes all previous agreements between us, as well as all proposals, oral and written, and all negotiations, conversations and discussions between us related to these subjects. You acknowledge that you have not been induced to enter into this Agreement by any representations or statements, oral or written, except those set forth in this Agreement.

11.2 Modifications. This Agreement may not be modified, except by written amendments signed by both parties.

11.3 Conflicts. In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision, such terms shall be deemed stricken from this Agreement, but shall not invalidate any other terms of this Agreement, and the Agreement shall continue in full force and effect.

11.4 Terms Control. The terms of this Agreement shall control any conflicting or inconsistent standard terms or conditions on any purchase order or invoice or either party, notwithstanding any provision to the contrary in any such purchase order or invoice.

11.5 Notices. Notices under this Agreement shall be deemed sufficient and effective upon receipt if given by (a) certified mail, postage prepaid, return receipt requested, (b) FedEx, or (c) telefax. Notices will be addressed to the addresses set forth in this Agreement, or such other addresses as the respective parties may designate by like notice from time to time.

11.6 Choice of Law. This Agreement is made and executed by us in San Mateo County, California. You consent to the exercise of jurisdiction by the courts of San Mateo County, California, in connection with any dispute arising out this contract which is not submitted to arbitration. The Agreement shall be governed and construed in accordance with the laws of California. Any dispute submitted to arbitration in accordance with this Agreement shall be determined in accordance with the laws of the State of California.

(RESELLER)

By _____

Print Name _____

Title _____

Date _____

TRINITY REALTIME, INC.

By _____

Print Name _____

Title _____

Date _____

Give your web-store CounterPoint Power!



Internet Access

CP Realtime provides direct, **real-time** Internet access to CounterPoint data from anywhere in the world ...24-hours a day.



Online Store

CP Realtime includes a full, template-based online web store. It comes complete with shopping cart and item-search functions. The end-user simply designates which products **within CounterPoint** he wants to show up on the web store, and then only those products, along with their price, a long text description and graphic image, are displayed on the web site. **CP Realtime** seamlessly integrates the web store with the CounterPoint database in **real-time**. Changes, additions or deletions to data in CounterPoint are **automatically** updated in the web store. It's like magic...whatever you do in CounterPoint...live...also happens on your web site! This amazing, yet very easy to use, software brings all the power of CounterPoint right to your web store--pricing by customer or item; product colors and sizes; special discount options; even specific sales tax calculation by zip code, and lots more.



Data Entry

Using its proprietary interface module and ODBC, **CP Realtime** directly 'reads' and 'writes' to the CounterPoint data-base. When a web store customer enters an order online, the information is transparently written into CounterPoint simultaneously. Data entry occurs in true **real-time**. No more hassling with end-of-day data transfers and order reconciliations.



Payment Processing

CP Realtime can be configured to process credit card purchases in **real-time**, or it can store orders to be invoiced or processed at a later time--your choice. **CP Realtime** can also accept PayPal and other web-exclusive payment forms.



Accounting

CP Realtime enables the user to maintain up-to-the-minute accounting of all web store activity directly in CounterPoint. The user never has to 'upload' or 'download' bookkeeping information from the web store. Every single web transaction is recorded into CounterPoint in **real-time**, as it happens. No subsequent input is necessary. Accounting records are accurate and accessible 24-hours a day. Business owners can access sales activity when they're traveling or after hours. Information is a click away.



Inventory

CP Realtime keeps track of every item in CounterPoint in **real-time**. Users can elect to have out-of-stock items automatically removed from the web store display (until stock is replenished). This feature is a tremendous benefit since it eliminates the need to re-contact customers with notification the item they ordered is not available or will be late in delivery. The result is better customer relations and huge bottom-line savings. Not to mention happier employees.



Web Design

CP Realtime comes complete with multiple ready-to-launch web site templates so users don't need to know anything about HTML or other site creation tools. It takes just a few mouse clicks to publish a brand new web store. Users can truly 'customize' their web site to have virtually any appearance imaginable. Moreover, the site layout, colors, fonts and other design elements can be 'switched' among a palette of choices with a single mouse-click, so the look and feel of the web store is always fresh and new.



Shipping

CP Realtime includes a flexible shipping module that can be user-defined or linked in **real-time** to UPS and FedEx. This powerful CounterPoint enhancement allows online customers to pick the mode of shipping they prefer, and then receive a tracking notice via e-mail that lets them monitor their order's delivery. It also includes regular postal options and the ability to add a fixed *handling* charge to every order. Few online e-commerce systems have this premium level of shipping options.



Marketing

Opening a web store is just the first step in e-commerce. After that, it's vital to market the store so online shoppers will be able to find it. That's why **CP Realtime** includes a comprehensive set of Internet marketing tools to help store operators promote their web site including a built-in e-mail auto-responder for communicating with customers and site visitors, plus scores of tips on how to get high rankings on popular search engines; how to develop affiliate programs; how to distribute e-coupons; and lots of other practical marketing resources.



Reporting

CP Realtime includes a full set of performance and activity reports that users can access at any time so they can analyze how their web store is doing. These reports provide an instant snapshot of important customer visit and sales activity, plus all of the accounting records contained in CounterPoint... retrievable any time from any place in the world via the Internet.

The #1 **real-time** interface for web-stores using CounterPoint.



Every web store sale can happen inside CounterPoint in REAL-TIME.

Do you know why it's so important to link your web store to CounterPoint in **REAL-TIME**? Because you'll save money. Oh, and you'll save time, too. Plus, you'll make your customers a lot happier. And your accounting records will be more accurate. Did I mention you'll be able to manage your inventory better? Oh yeah, don't forget that for the first time ever, you'll be able to view your business accounting data from anywhere in the world, any time day or night. There's more, but isn't this enough for you to seriously consider adding REAL-TIME functionality to your online business?

There are hundreds of ways you can setup a web store. But if you do it without **CP Realtime**, you'd better hire a full-time webmaster to make sure your web site information always matches your true inventory and pricing data. And you'll want to be prepared to call all the customers that order things from your web store that aren't actually available in inventory... 'cause those customers are expecting you to ship their orders right away. One more thing, you'll probably need to hire someone to verify that all the orders collected on the web site actually make it into CounterPoint when you transfer the sales orders at the end of the day...*every day.*

Or.....you could install **CP Realtime** and skip all that extra work. Give yourself more real time. You deserve it.





End-User Price List

Prices Effective October 1, 2005

Prices Subject to Change without Notice



| Products & Services | Full Product License | Lease/Purchase with Hosting |
|---|---|------------------------------|
| Single-Server License | \$ 999 | \$99/Month 24-Month Contract |
| Software Maintenance Contract - Standard¹ Annual Fee for One Server Installation | \$ 300 | Included in Monthly Fee |
| Software Maintenance Contract - Premium Annual Fee for Unlimited HelpDesk | \$ 600 | Included in Monthly Fee |
| On-site Product Training | \$100/Hr. Base Rate + \$10/Hr. Per Person + Travel and Lodging Expenses | |



| Products & Services | Full Product License | Lease/Purchase |
|---|---|----------------|
| Single-Server License | \$ 3,999 | Not Available |
| Software Maintenance Contract - Standard¹ Annual Fee for One Server Installation | \$ 300 | Not Available |
| Software Maintenance Contract - Premium Annual Fee for Unlimited HelpDesk | \$ 600 | Not Available |
| On-site Product Training | \$100/Hr. Base Rate + \$10/Hr. Per Person + Travel and Lodging Expenses | |

CP Realtime works best on 'User Hosted' web sites. A third-party hosted web site will be significantly slower based on the actual volume of data transferring across the Internet.

¹ Software Maintenance Contract (SMC) - Standard

The STANDARD SMC entitles the Registered Licensed User to receive and use all updates, patches and other modifications to the Software published during the one-year period of the Contract. In addition, the User may contact Trinity Realtime at any time during normal business hours to receive up to 12 hours of telephone technical support for any problem associated with the Software. The User may also contact Trinity Realtime via email to receive assistance and technical advice for up to twenty (20) separate incidents during the one-year covered period. Any requested support beyond the telephone and/or email limits will be billed on an hourly basis at the rate of \$90 per hour with a one-half hour minimum charge per incident. The first year of the SMC is **mandatory**.

Software Maintenance Contract (SMC) - Premium

The PREMIUM SMC entitles the Registered Licensed User to receive and use all updates, patches and other modifications to the Software published during the one-year period of the Contract. In addition, the User may contact Trinity Realtime at any time during normal business hours to receive UNLIMITED telephone technical support for any problem associated with the Software. The User may also contact Trinity Realtime via email to receive assistance and technical advice for an UNLIMITED number of incidents during the one-year covered period.

NOTE: ALL SMC subscriptions are renewed annually on January 1. The first renewal will be pro-rated based on the actual calendar date of its activation. If the SMC is discontinued by the User for any reason, a 'reinstatement fee' of \$150 will be charged when the SMC is reactivated.

“If it didn’t happen in REAL-TIME, maybe it never happened at all”

Prices Effective May 1, 2005

• Prices Subject to Change without Notice

| Domain Registration | Term | Price |
|--|-----------------|--------------|
| <p>Every website must have a Domain Name. A domain name (sometimes called simply a "domain") is just a label for the location of a web site – its IP Address. Domain registration is limited-time ownership of the IP address. You can register a domain for a specified length of time, anywhere from 1 to 10 years. The "Registrant" of a domain is the actual owner of the domain name until the registration period expires.</p> | 1-Year | \$ 35 |
| | 2-Years | \$ 50 |
| | 3-Years | \$ 70 |
| | 5-Years | \$ 90 |
| | Transfer | \$ 50 |

| DNS | Term | Price |
|--|-----------------|---------------|
| <p>DNS technically stands for <u>D</u>omain <u>N</u>ame <u>S</u>ystem although it sometimes used to stand for "Domain Name Server"; sometimes just called "name server". The name server is a 'pointer' from your domain at the domain name database to wherever your actual website is (web server). When someone types www.yourwebsite.com in their browser, it will look for the domain's location online. It finds your web server location from the domain database, which tells the browser what server to access.</p> | 1-Year | \$ 50 |
| | 2-Years | \$ 90 |
| | 3-Years | \$ 125 |
| | Transfer | \$ 50 |

| Dynamic DNS | Term | Price |
|--|-------------------------|---------------|
| <p>Regular DNS utilizes a 'static' or permanent IP address. But not all web servers have static IP's – some have 'dynamic' IP's. When that is the case, you will need software that runs on the local web server that will communicate the changing dynamic IP to the domain name server automatically. This service is available in Standard and Premier modes.</p> | Standard 1-Year | \$ 50 |
| | Premier 1-Year | \$ 85 |
| | Standard 2-Years | \$ 65 |
| | Premier 2-Years | \$ 125 |

| SSL | Term | Price |
|---|-----------------|---------------|
| <p>SSL is short for <u>S</u>ecure <u>S</u>ocket <u>L</u>ayer, a protocol for transmitting private data via the Internet. SSL works by using a private 'key' to encrypt data that's transferred over the SSL connection. The most common use is for transfer of credit card transaction data. By convention, URL's that utilize an SSL connection start with <i>https</i>: instead of <i>http</i>:</p> | 1-Year | \$ 138 |
| | 2-Years | \$ 198 |
| | 3-Years | \$ 298 |
| | Transfer | \$ 50 |

| E-Mail Accounts | Accounts | Price |
|--|------------------------|--------------------|
| <p>E-Mail Accounts are available for customers that 'host' a website with Trinity Realtime. Accounts are managed by Trinity Realtime on secure POP3 Microsoft Exchange servers and do not allow users administrative access. Maximum file size limits may apply for attachments coming into or leaving from the Trinity Realtime e-mail servers.</p> | First 3 | \$ 12/Month |
| | Each Additional | \$ 3/Month |

All prices are net amounts and may be subject to additional taxes. All payments are due in advance of service. Renewal contracts are based on calendar year periods with payment due January 1st. All services are warranted by the third-party vendor providers. Trinity Realtime, Inc. is not responsible for any interruption of service delivery by any provider. Price includes administrative handling of customer applications and subsequent service installation as supplied by the third-party provider, but does not include ongoing technical support by Trinity Realtime. Any required technical support provided by Trinity Realtime for any of the Internet Services listed above will be quoted and billed at prevailing rates.