



Dealer Registration



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 _____