

**THIS IS AN AGREEMENT BETWEEN:**

Expinion.net      AND      Distributor Name

(or Distributor Name and its owner(s) and employees - hereafter referred to as Dist. Name, or Distributor) where Distributor Name is licensed to purchase and sell Expinion.net single-site software licenses and to distribute the related source code (owned by Expinion.net) and related written materials (owned by Expinion.net) to end-users, subject to the following terms and conditions, and subject to adherence to Expinion.net's policies as posted at <http://www.Expinion.net/policies.asp>.

**Distributor Name:**

1. Agrees to abide by the following *end-user* terms and conditions. Dist. Name also agrees to provide this information to the *end-user* prior to distributing the license, code or written materials, and agrees to obtain the end-user's agreement to the following:

**End-User Terms and Conditions:**

- Ownership is limited to the *license* to use the software, and does not include ownership of the source code, written materials, or Expinion logo which all remain the sole property of Expinion.net
  - For each license issued, the code may only be used on one internet or intranet server at-a-time, regardless of how many *copies* of the code the end-user may possess, and Dist. Name agrees to assist Expinion.net in enforcing this with Dist. Name's clients.
  - Each license allows the source code to only be used on one domain or site at-a-time.
  - Expinion.net code may not be used on a website that uses that code in an illegal manner, or for any material that may be deemed as in *any* way abusive.
  - Each license holder is entitled to a minimum of one, free software upgrade. (When small upgrade versions are made, the client may receive more than one upgrade, provided their final free version has not yet exceed one *full-version* upgrade from the original license purchased. (Example: End-User purchases license for V4.0, he may have the next version upgrade for free until he reaches or exceeds V5.0.)
  - All *Expinion.net* policies will still apply to the end-user, as well as to ANS, Inc.
2. Agrees to cooperate with Expinion.net if necessary to enforce Expinion.net's policies (as described in the link above) and *End-User Terms and Conditions*, with Dist. Name's clients, and to notify Expinion.net if/when they become aware of an *end-user* violating a term or condition of this agreement or of Expinion.net's policies.
  3. Agrees not to *undersell* or compete directly with *Expinion.net*.
  4. Agrees to notify Expinion.net at least monthly, via email or the online *Distributor Administration* provided by Expinion.net, of all new *Expinion.net* software licenses that have been distributed. Information included in the monthly notification, shall include, but not be limited to, the following, for each software license issued:
    - which *new* application(s) each client is using. (That is, which individual application licenses have been distributed since the last monthly report.)
    - the client's domain, where the software is being used,
    - the client's name and optionally their email address. (Expinion.net will not directly contact any client of Dist. Name unless necessary for a unique customer support issue, or if the client continues to be in violation of Expinion policies or of this agreement and other reasonable avenues have previously been pursued. Dist. Name will be notified by email, if it became necessary to contact their client.)
    - the license number granted to the user which will be automatically assigned by the online Expinion.net *Distributor's Administration System*,
    - the total number of licenses sold for each application,
    - the total monetary amount to be reimbursed to Expinion.net for the licenses, when Expinion.net can expect to receive it, and by which medium.
  5. Acknowledges status as an independent operator, and are not employees of Expinion.net. As such, there will be no employment entitlements or benefits provided to Dist. Name by Expinion.net, nor may Dist. Name use the name or logo of Expinion.net in a manner inconsistent with this agreement or Expinion.net's policies.

i. (Initials of Expinion.net Representative.) \_\_\_\_\_  
 ii. (Initials of Dist. Name Representative.) \_\_\_\_\_

***Distributor Name*** (continued):

6. Agrees to compensate Expinion.net, via PayPal, at a rate of 50% of the current retail price (as posted on Expinion.net as-of the date of the license sale), for each single-site Expinion.net software application license and/or source code and/or written materials, distributed by Dist. Name. Where a single end-user wishes to purchase a *package* of licenses from Dist. Name, all Expinion.net applications at the same time, the identical package pricing posted on Expinion.net will apply (less 50%). This compensation will be due to Expinion.net within 30 days of each license or code distribution, or sooner.
7. Agrees to notify Expinion.net within a *reasonable* frame of time, when an end-user changes domains or hosts, whenever Dist. Name knows this information.
8. Agrees to allow Expinion.net the right to discreetly audit any sites hosted by Dist. Name, to ensure that only those clients, who have purchased a license, and for which Expinion.net has received the agreed upon compensation, are actually using the source code owned by Expinion.net, and that each client is using each license on only one domain. (Expinion must do this in a discreet manner that doesn't invade the privacy of site owners, or provide Expinion with any personal or secure information. And, Expinion agrees that should any such information be discovered, it will not be disclosed to any individuals or companies, except within the legal system.
9. Agrees to provide the *end-user* with all support and/or installation required by the *End-User*. (Expinion.net will not deal with the end-user directly when Dist. Name has handled the sale of the application license. Nor will Expinion.net be held liable for any actions from end-users resulting from the use of this source code, or from Dist. Name's actions.)
10. Expinion.net's logo and link where applicable, will remain on the source code, and/or any written materials.
11. Agrees to the terms and conditions outlined below.

**Expinion.net will:**

1. Abide by the policies of Dist. Name, which have been made known to Expinion.net.
2. Provide to Dist. Name, the non-exclusive right to distribute English versions of Expinion.net software licenses, subject to the provisions and restrictions contained in this document or in the policies of Expinion.net as posted at <http://www.expinion.net/policies.asp>.
3. Provide to Dist. Name, a link to, or copy of, the Expinion.net policies [here](#).
4. Provide an English version copy of any source code, which Dist. Name intends to distribute licenses.
5. Provide a digital copy of any written material, in English, related to any application licenses that Dist. Name intends to distribute on Expinion's behalf (guides, etc.)
6. Allow Dist. Name to use a current version of Expinion.net developed software for their own use and for demo purposes, without *purchasing* it from Expinion.net, for as long as this agreement is valid, provided that Dist. Name allows their clients and site visitors to access a copy of the application for demonstration purposes.
7. Allow Dist. Name to market the authorized application licenses and associated materials, in any fashion that Dist. Name wishes, provided it conforms to all boundaries of the law, provided that it doesn't otherwise violate this agreement or Expinion policies, and provided that Expinion.net is reimbursed for all applications at a rate of 50% of Expinion's currently posted price for each application.
8. Provide a discount of 50% off the currently posted retail price of each application license in question.
9. Provide a system of financial tracking, whereby Expinion.net. and Dist. Name may review licenses, sales and payments to date.
10. Provide a notice of new releases, and a copy of the new source code and/or documentation where applicable, provided that this agreement is still valid, and that Dist. Name is actually distributing this particular application.
11. Expinion.net will supply free technical support to Dist. Name, or a technical representative of Dist. Name, for the Expinion.net applications that are being distributed only. However, the cost, to Expinion.net, of providing this support, per license, must not exceed the amount paid to Expinion.net for that license. Expinion.net reserves the right to review the amount of support being provided to Dist. Name, and to discontinue *free* support at their sole discretion. A support contract might then be negotiated with Dist. Name. Should Dist. Name be unhappy with Expinion's decision, Dist. Name may dissolve this agreement, non-retroactively, without advanced notice to Expinion.

(Initials of Expinion.net Representative.) \_\_\_\_\_

(Initials of Dist. Name Representative.) \_\_\_\_\_

**TERMS**

**1. PAYMENT.**

*Dist. Name* will issue payment to Expinion.net on a monthly basis (or less), the amount equivalent to 50% of Expinion's current posted rate, for each application license that has been distributed by *Dist. Name*. Expinion.net should receive the payment within 30 days of the license, code or materials being issued.

**2. MISCELLANEOUS.**

Expinion.net will not be held liable or accountable for the actions of an individual or company that is acting as an Expinion.net *Distributor*.

*Dist. Name* hereby admits and recognizes Expinion.net's exclusive ownership of Expinion.net's materials and the renown of such Materials worldwide. *Dist. Name* agrees not to take any action inconsistent with Expinion.net's ownership of Expinion.net's materials.

*Dist. Name* agrees not to use Expinion.net's logo in any way other than as the owner of the software applications being distributed, as an "Affiliated with Expinion.net" or "Partnership" link that is directed to Expinion.net's front page, or in any other way that has been specifically agreed to by both parties.

**3. RESTRICTIONS.**

**3.1** *Dist. Name* may not use the *Expinion.net* logo, licenses, source code or any other *Expinion.net* owned materials in any way that tarnishes, blurs or dilutes the quality of the Expinion.net trademarks or any associated goodwill. Without limiting the foregoing, *Dist. Name* shall not display the Expinion.net logo on any page that contains infringing or illegal content or links. Expinion.net logos or trademarks may not be used on any site with *adult content*, illegal content, or any content that may be deemed as abusive toward any live creature.

**3.2** *Dist. Name* acknowledges Expinion.net's sole and exclusive ownership of the application source code, and will not take any action inconsistent with such ownership, such as adopting, using, registering, or attempting to register any logo or trademark confusingly similar to those of Expinion.net. All use of or goodwill associated with the Expinion.net logos or other materials shall accrue to Expinion.net's benefit. You may not use Expinion.net logos or other materials in any manner not expressly authorized under this Agreement.

**4. REPRESENTATIONS.**

*Dist. Name* represents and warrants that: (i) any Expinion.net advertisements and links shall be displayed in accordance with this contract and in a professional and tasteful manner and shall not be used to endorse, or imply the endorsement of *Dist. Name's* or any third party's products or services; (ii) *Dist. Name* shall at all times comply with all laws and regulations applicable to its site and its performance under this contract; (iii) materials posted on *Dist. Name's* site do not violate or infringe upon the rights of any third party, are not libelous or otherwise illegal; (iv) this Agreement has been duly and validly executed and delivered to you and constitutes the legal, valid and binding obligation of you, enforceable against you in accordance with its terms; and (v) *Dist. Name* is duly organized, validly existing and in good standing under the laws of their country or state of organization and have full power and authority to execute, deliver and perform this Agreement. In the event of *Dist. Name's* breach of any warranty or representation set forth in this Section, Expinion.net may terminate this contract, without liability of any kind, upon providing *Dist. Name* with five (5) days written notice and opportunity to cure. *Dist. Name* shall indemnify and hold harmless Expinion.net against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred by Expinion.net and/or its Distributors in connection with any claims arising out of the publication of the Expinion.net advertisements, and/or *Dist. Name* use of the Expinion.net materials provided hereunder.

(Initials of Expinion.net Representative.) \_\_\_\_\_

(Initials of *Dist. Name* Representative.) \_\_\_\_\_

**5. INDEMNIFICATION.**

In the event of Distributor's breach of any warranty or representation set forth in this document, Expinion.net may terminate this contract, without liability of any kind, upon providing Dist. Name with five (5) days written notice and opportunity to cure. Dist. Name shall indemnify and hold harmless Expinion.net against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred by Expinion.net and/or its Distributors in connection with any claims arising out of the publication of the Expinion.net advertisements, and/or Dist. Name's use of the Expinion.net software or other materials provided.

**6. TERMINATION OF THIS AGREEMENT.**

Expinion.net may instantly terminate this Agreement or Dist. Name license, non-retroactively, at any time for any reason (including any change in ownership at Dist. Name or Expinion.net), or for no reason, effective immediately upon providing written notice to Dist. Name. Support and upgrade commitments to the existing end-users will remain as agreed upon.

Dist. Name may instantly terminate this Agreement, non-retroactively, at any time for any reason (including any change in ownership at Expinion.net or Dist. Name), or for no reason, effective immediately upon providing written notice to Expinion.net. Support and upgrade commitments to the existing end-users will remain as agreed upon.

For either party, written notice may include, but is not limited to an email message. This agreement and the Dist. Name license *automatically* terminates if either party breaches any provision of this agreement, effective at the time of the breach. In the event of a breach, written notice may be offered as a matter of courtesy.

In the event of termination, Dist. Name (a) will discontinue *Distributing* licenses for Expinion.net owned applications immediately, and destroy any remaining copies of Expinion.net's source code and/or written materials except those that have been purchased by end-users or Dist. Name. Any outstanding debt for purchases already made, will still be paid to Expinion.net within 30 days from purchase and (b) Sections 2-12 shall survive.

**7. NO WARRANTY.**

All software application code, manuals and logos are provided 'as is.' Expinion.net disclaims all warranties, for all parties, express, implied or statutory, including without limitation, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. In addition, Expinion.net reserves the right to determine how much technical support is reasonable, and to refuse additional support at the sole discretion of Expinion.net.

**8. LIABILITY LIMITS.**

Expinion.net disclaims all consequential, incidental or special damages or lost profits to Dist. Name or to their clients and/or to their clients' end-users, clients or vendors, arising out of, or in connection with this agreement, or as a result of product use, or technical support (however arising, including negligence).

**9. PUBLICITY.**

Dist. Name shall not issue any press release, nor make any public statement regarding this Agreement (including the terms and existence thereof) or the relationship of the parties without Expinion.net's prior written approval (including but not limited to an email message), which may be withheld at Expinion.net's sole discretion. Nothing herein shall require Expinion.net to approve the issuance of a press release, nor obligate Expinion.net to participate in a press release with Dist. Name.

Expinion.net likewise may not make any public statements (on the Expinion.net website or elsewhere) regarding Dist. Name, without express written approval from Dist. Name (including, but not limited to, an email message). Nor will Dist. Name be in anyway obligated to participate in any public statements or press releases together with Expinion.net

(Initials of Expinion.net Representative.) \_\_\_\_\_

(Initials of Dist. Name Representative.) \_\_\_\_\_

**10. CONFIDENTIALITY.**

*Dist. Name* shall use their reasonable efforts to keep confidential the terms and conditions of the Agreement, and all information regarding the specific viewing of Expinion.net advertisements, the click-through rates of such advertisements and the demographics of viewers who click-through to an Expinion.net site. *Dist. Name* may not disclose the other party's confidential information and may not use such information except as required to perform under this contract. However, *Dist. Name* may use aggregate demographic information once stripped of any personal identifiable information.

Expinion.net will likewise *not* make any *identifiable* statistics known to anyone outside the two parties, except if/when required by law.

**11. ENTIRE AGREEMENT/AMENDMENT.**

This Agreement contains the entire agreement between *Dist. Name* and Expinion.net with respect to application code, and other materials. However, this agreement does not modify in any respect, either party's *Policies Statement*. Expinion.net may modify this agreement, at anytime, without notice. If both parties are not in agreement on any change, either party may terminate this *Distributor Agreement*.

**12. GENERAL.**

This agreement shall be governed in all respects by the laws of the Province of Ontario, Canada as such laws are applied to agreements entered into and to be performed entirely within this province and between the residents of this province. Both parties submit to personal jurisdiction in Ontario Canada, and further agree that any cause of action arising under this Agreement shall be brought exclusively in a court in Ottawa, Ontario. If performance hereunder is interfered with by any condition beyond a party's reasonable control, the affected party shall be excused from such performance to the extent of such condition. No partnership, joint venture, employment or franchise relationship is intended or created by this Agreement, and you may not make any commitment on Expinion.net's behalf. If any provision of this Agreement is deemed illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The waiver of a breach hereunder does not waive any other or subsequent breach. Except as otherwise specified, any notices hereunder shall be in writing and delivered to (a) Expinion.net by sending notice via certified mail, return receipt requested (which shall be effective when signed for) to (Address) (b) *Dist. Name* by sending an email to the email address provided (which shall be effective when sent, and consent to receiving the email has been received) or by sending notice via certified mail, return receipt requested (which shall be effective when signed for) to the mailing address provided.

The signatures below are warranted to be those of duly authorized representatives of the respective businesses, and despite being either faxed or emailed will be considered legally binding.

The signatures below indicate agreement and willingness to comply with all the terms and conditions of this entire agreement, including the previous 4 pages, which have been initialed.

Dated this \_\_\_\_\_ day of May, 2004.

\_\_\_\_\_  
Mr. Vladimir Pekulas, CEO  
Expinion.net (Head Office)  
<http://www.expinion.net>  
214-214 Viewmount Dr.  
Nepean, Ottawa, Ontario K2E 7X3  
Canada  
Phone: 613-228-8396  
Fax: 613-228-8396  
[Vpekulas@Expinion.net](mailto:Vpekulas@Expinion.net)

\_\_\_\_\_  
Distributor Representative Name  
Distributor Business Name  
<http://www.distributorsite.com>  
Distributor's address  
Distributor's city, state/province  
Distributor's Country.  
Distributor's Phone Number  
Distributors Fax Number  
Distributor's email address.