

ObjectsFarm.com

VAR Agreement
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**VAR PROGRAM REGISTRATION
OBJECTSFARM.COM PRODUCTS**

This document contains the ObjectsFarm.com VAR program agreement which includes the registration form. After completing it, please fax it to this number: **+39(0423)952063** and send a copy to vars@objectsfarm.com.

You will receive a confirmation mail with your registration ID within 48 hours.

This registration ID is for internal use and please include it in all your communications with the ObjectsFarm.com.

Welcome aboard!

Stefano Straus
Business Development Manager
ObjectsFarm.com
Viale Fermi 14/z
31033 Asolo (TV) - IT
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Company information	
Company Name	
Website URL	
What does your company do?	
Postal Address	
City & Country	
Contact Info	
Name	
Email	
Phone	
Fax	
Preferred language	
Contact Info 2 (optional)	
Name	
Email	
Phone	
Fax	
Preferred language	

ObjectsFarm.com services you intend to provide

- Direct sales (not through the ObjectsFarm.com website)
- Provide on - site support (Client's premises)
- Provide online support (Web Site / E-mail)
- Provide telephone support
- Visit clients/Sales
- Visit clients/Demonstrate
- Develop your own commercial applications based on ObjectsFarm.com products
- Make your existing applications work with ObjectsFarm.com products
- Other _____

For which audience is the majority of your software products intended?

- Small Business
- Medium Business
- Large Enterprises
- Consumer
- Other _____

Is your distribution industry specific? _____

If so, for which industry? _____

How did you find out about ObjectsFarm.com? _____

Terms of the VAR agreement

Trademark Usage. During the Term of this agreement, the Value Added Reseller (VAR) is licensed by ObjectsFarm.com to use ObjectsFarm.com Trademarks and logos on a non-exclusive basis and only as is reasonably necessary or useful in connection with the commercialization and distributions of the ObjectsFarm.com Software in accordance with this Agreement. On all marketing and documents of the VAR in which any ObjectsFarm.com trademark appears, VAR shall insert a statement acknowledging ObjectsFarm.com's ownership of the trademark. Nothing contained herein shall give VAR any right, title or interest whatsoever in any ObjectsFarm.com trade name or trademark. ObjectsFarm.com is a brand of Digita S.r.l.

Non exclusivity. ObjectsFarm.com hereby grants to the VAR and the VAR hereby accepts a non-exclusive right to distribute and sell the ObjectsFarm.com Software to end-users in the territory of _____

Liability. ObjectsFarm.com makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. ObjectsFarm.com shall not be liable to VAR or any of its customers for any claims or damages which may be suffered by VAR or its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access the Software, or inability to transmit or receive information, caused by, or resulting from, delays, no deliveries, or service interruptions whether or not caused by the fault or negligence of ObjectsFarm.com.

Confidentiality. VAR acknowledges that by reason of its relationship with ObjectsFarm.com hereunder, it may have access to certain information and materials relating to ObjectsFarm.com Software, business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to ObjectsFarm.com, which value would be impaired if such information were disclosed to third parties. VAR agrees that it will not use in any way neither for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by ObjectsFarm.com. VAR further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the VAR of any such confidential information in its possession, and all confidential materials shall be returned to ObjectsFarm.com or destroyed.

Relationship of the parties. The relationship between ObjectsFarm.com and VAR is that of vendor and reseller. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This agreement is a commercial agreement between businesses, not a consumer agreement. VAR has no authority, apparent or otherwise, to contract for or on behalf of ObjectsFarm.com, or in any other way legally bind ObjectsFarm.com in any fashion.

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Term and Termination. This agreement will enter into force on the date of approval and shall continue for a period of 1 year and will renew automatically from year to year thereafter until or unless terminated by either party, giving the other not less than 30 days prior written notice. In the special case where the terms of this agreement have been violated, the offending part will be notified and given 7 days to correct the issue; if not corrected within 7 days, this agreement may be terminated without prior notice.

Non-Assignability. This Agreement shall not be assigned by the VAR in whole or in part to any party without prior written consent of ObjectsFarm.com.

Applicable Law. In case of any discrepancy and/or conflicts arising from the interpretation and/or accomplishment of this document, the parties shall friendly settle the problem through an alternative solution procedure selected in common. Otherwise, the courts of Treviso, Italy shall be deemed competent.

Retail Prices. Retail prices are obtained from ObjectsFarm.com's central web site: <http://www.objectsfarm.com>. ObjectsFarm.com will make its best effort to advise all VARs when these prices change, but it is the VAR's responsibility to keep updated and periodically check for changes. **VAR must never offer prices less than 10% of the Retail Prices to end-users**

VAR Prices. Registered VARs obtain discounts on the retail prices. ObjectsFarm.com may change these percentages at any time. In the event discounts change, the VAR will receive a notification which must be accepted or denied within 72 hours. In case the VAR does not accept the new values, it may discontinue the agreement by sending a written notice. Not replying to ObjectsFarm.com's notification within the 72 hours, will be considered an acceptance of the new percentages.

VAR Discounts. The discount provided to the VAR by ObjectsFarm.com will be determined according to method of payment and the total number of ObjectsFarm.com licenses ever sold by the VAR. ObjectsFarm.com requires each VAR to sell at least 5 licenses (of any combination of ObjectsFarm.com products) before the VAR is granted "Partner Status". Once it has earned Partner Status, the VAR will receive deeper discounts and will have the opportunity to purchase a Not For Resale (NFR) copy of any ObjectsFarm.com product at a 50% discount. The VAR can chose which method of payment it wants to use for each sale. The VAR does not have to commit to one method of payment for all sales. Refer to Appendix A for the discount schedule.

Terms of Payment. ObjectsFarm.com requires that all payments be made in full from VAR to ObjectsFarm.com before the license keys are released for the first 10 sales. After the 10th sale, more flexible terms may be negotiated at ObjectsFarm.com's discretion, but the VAR will be obliged to pay in full (at appropriate discount level) for every license key that is released whether or not the VAR is successful in collecting the payment from the end user. It is always the sole responsibility of the VAR to determine the credibility of and collect payment from the end user. Objectsfarm.com gives a free 30 day trial for all its software and therefore does not grant requests for returns or refunds for license keys that have already been released.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this contract as of the date first set forth above.

VAR: (Company's Legal Name) _____

Signature

Date

Full Name

Location

Schedule A

Discount Schedule

Qty. of Licenses Sold by VAR	Direct Payment by Credit Card	Payment by Wire Transfer
Reseller Status (1-5 licenses sold)	-15%	-20%
Partner Status (after 5 th sale)	-25%	-30%

Schedule B

Official Price List*

Product	EUR
TurboIIS 2003	€ 549

*plus VAT/IVA for sales in Italy