

ENVIRONMENTAL SOFTWARE ONLINE WEB STORE CONTRACT

This Agreement is between **Environmental Software Online, LLC**. with its principal place of business at 520 Chicopee Road, Groton, MA 01450 (hereafter "GWS") and _____ (hereafter called "SUPPLIER").

This agreement covers the following product(s) _____

GWS agrees to offer software products for sale in its Web Store on the following terms and conditions. GWS will accept customer orders on-line, record customer credit card information by secure server, and orders will be filled in the one of the following ways:

- a) **DOWNLOAD** -- customer immediately downloads software & manual
- b) **SUPPLIER-SHIP**-- GWS forwards order to SUPPLIER who ships software to customer by regular mail within 24 hours of order placement by GWS
- GWS provides pre-sale technical support for each product.
- GWS offers customers a 30-day guarantee on all products sold via **SUPPLIER-SHIP**.
- Returns will be handled as follows: refunds will be provided for software returned by the customer in re-salable condition. GWS will return software to SUPPLIER for a refund within 30 days. There will be no refunds for software downloads if the download and installation are successful.
- GWS will provide a monthly account of units sold.
- GWS reserves the right to update the selections, refuse to carry any software that does not meet its standards of quality and to terminate the agreement if SUPPLIER fails to comply with the terms of this agreement

SUPPLIER agrees:

- to provide the following for each product listed with GWS:
 - A SUPPLIER-SHIP Not-For-Sale copy of the software licensed to GWS;
 - All necessary files and information for the download option.
- to assist GWS technical support personnel and provide detailed technical product information.
- to warrant that the product performs as represented and be responsible for all refund claims.
- to direct all known GWS leads back to GWS for fulfillment.
- to provide at least 60 days notice of any price changes, product upgrades, and other product changes.
- to accept stock returned to SUPPLIER for refund or replacement with new version.
- to notify GWS of extended absence leaves, address changes, and information on how to contact SUPPLIER.
- to allow GWS to sell the DOWNLOAD option at a 10% discount from the lowest available street price.
- to indemnify and save GWS harmless from any liabilities (including any costs, expenses and reasonable attorney's fees) as a result of any claim that may be made against GWS based on Supplier's negligence or fault or any duty of SUPPLIER to its customers in the marketing, use and distribution of the products. Further, SUPPLIER specifically acknowledges that GWS is not responsible for any unauthorized DOWNLOADS.

PAYMENT -- GWS will pay SUPPLIER 60% of net sales price within 45 days of purchase. Net sales price is net of shipping and handling charges (e.g., if GWS sells SUPPLIER's software for \$1000 plus shipping and handling, GWS agrees to pay SUPPLIER \$600 plus shipping and handling).

In the event of any dispute, claim, question, or disagreement arising from agreement, the parties agree to use friendly mediation to resolve the dispute, claim, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution with a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association (in Boston, MA) in accordance with the provisions of its Commercial Arbitration Rules.

Print Name: _____ Signature _____

Title: _____ Date: _____ For (Company Name) _____

Print Name: _____ Raymond Henry _____ Signature _____

Title: _____ President _____ Date: _____ For (Company Name) Environmental Software Online, LLC _____