



HelpMapper Software Reseller Agreement

This HelpMapper Reseller Agreement ("Agreement") is between Beachside Technical Media, Inc. ("HelpMapper"), and the HelpMapper Authorized Reseller ("Reseller") to provide HelpMapper software ("Products") to Reseller and Reseller clients.

- 1. Qualification.** Reseller must be a legal business entity and willing to market HelpMapper products together with Beachside Technical Media, Inc.
- 2. Discount Structure.** Discounts from the HelpMapper list prices shall be as stated in official, signed Reseller Agreement, and are based on the Reseller Plan chosen. HelpMapper reserves the right to change the list prices at any time with notice to Reseller and; discount structure at any time with thirty (30) days advance notice to Reseller.
- 3. Marketing.** Resellers may use the HelpMapper Authorized Reseller Logos on their web site and on advertisements. To maintain the quality of HelpMapper advertising and promotional materials, Resellers must submit a copy of any such web pages or advertisements for approval prior to publication. HelpMapper will review use of logo and notify Resellers of approval within five business days of submission.
- 4. Technical Support.** HelpMapper provides technical support via telephone, online forum, email, and on-site (at the customer's expense or through the software support agreement).
- 5. Warranty.** HelpMapper provides one year free upgrade to all software products.
- 6. Waiver of Damages.** HelpMapper assumes no liability for any loss, injury, claim, liability or damage of any kind including loss of business, lost profits, lost data, or failure of security resulting in any way from Reseller's or Reseller clients' use of Beachside Technical Media, Inc. products. Accordingly, HELPMAPPER SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT FORSEEABLE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WEB HOSTING SERVICES OR THE FAILURE OF A PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY PARTY'S NEGLIGENCE. RESELLER ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS BEACHSIDE TECHNICAL MEDIA, INC. FROM ANY CLAIMS RESULTING FROM THIS AGREEMENT. Termination of this Agreement shall be at the Reseller's sole and exclusive remedy for any and all damages or injury.
- 7. Termination.** Either party may terminate this agreement at any time for any or no reason in such party's sole discretion.

Beachside Technical Media, Inc.
Signature: _____
Print Names: _____
Title: _____

Reseller Company Names

