

This **Partner Program Agreement** (the "Agreement"), effective as of _____ ("Effective Date") is between Apatar, Inc., ("Apatar"), registered to do business in The Commonwealth of Massachusetts, and _____ (the "Partner"), as identified in the Partner Program Application submitted either electronically or by hard copy by the Partner (the "Application"). This Agreement, the Application and any attachment hereto establishes the terms and conditions that apply to a Partner's participation in the Apatar Partner Program (the "Program").

1. Enrollment & Acceptance. To become a participant in the Program, Partner must have first submitted to Apatar a completed Application available at http://www.apatar.com/partner_application.html prior to entering into this Agreement. Partner may submit the completed Application either via the Apatar website or by submitting a written copy. Acceptance of Partner into the Program is in the sole discretion of Apatar. Partner will be deemed to be a Program participant at the partner level purchased and selected by Partner ("Partner Level") when Partner's Application and Partner Program Fees (as defined in Section 3) are accepted by Apatar, as indicated by Apatar's countersignature to this Agreement. If Apatar rejects Partner's Application, then none of the terms and conditions of this Agreement shall apply to Partner, except for Sections 1, 10.1, 10.2, 10.3, 11 and 13. If Apatar accepts Partner's Application, then all of the terms and conditions of this Agreement, and any Exhibits hereto, shall apply to Partner.

2. Program Level & Scope. The Program may offer multiple Partner Levels with varying participation requirements and benefits. Thus, the scope of benefits provided to the Partner is subject to: (a) the Partner Level; and (b) the Partner Program Benefits page on the Apatar website on the date the Partner submitted the Application for the first term and the first day of any renewal term (the "Partner Program Benefits Page").

3. Fees. If the applicable Partner Level requires payment of any annual or other fees (the "Fees"). Partner shall remit payment of the Fees to Apatar prior to commencement of any twelve (12) month term of this Agreement, or as otherwise required in the Partner Benefits Page. The amount of the Fees during the initial term of this Agreement shall be equal to the amount, if any, set forth in the Partner Page for the Partner Level on the date the Partner submitted the Application. Partner shall pay for the applicable taxes, howsoever designated, to the extent attributable to this Agreement or to any benefit, service or material furnished hereunder.

If invoiced by Apatar for any fees, payments for such invoices are due net 30 days.

Billing information: Contact

Name: _____

Title: _____

Email: _____

Address: _____

Phone Number: _____

4. Benefits and Restrictions.

4.1 Benefits. In exchange for Partner's pre-payment of applicable Fees and ongoing compliance with all of the other terms and conditions of this Agreement, and any Exhibit hereto, including those terms and conditions included in the Partner Program Benefits Page, Apatar agrees to offer the non-exclusive benefits described in the Partner Program Benefits Page for the applicable Partner Level. Further, Partner shall be allowed to install the Apatar software listed in the Partner Program Benefits Page (the "Software") and use it for internal use only subject to all of the terms and conditions of this Agreement and limited to the number of Licensed Users (defined below) listed in the Partner Program Benefits Page. "Licensed Users"

means those Partner employees that are authorized to use the Software subject to the terms of this Agreement. In addition to Partner's right to use the Software, Partner may modify the Software for Partner's internal use and may also modify the Software to provide a demonstration and evaluation versions of the Software.

4.2 Restrictions. Except as expressly provided in this Agreement, Partner shall not, directly or indirectly: (i) sublicense, resell, rent, lease, distribute, commercialize or otherwise transfer rights or usage to: (a) the Software; (b) any modified version or derivative work of the Software created by the Partner or for the Partner; (ii) remove or alter any copyright, trademark or proprietary notice in the Software; (iii) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency.

4.3 Apatar Open Source. Partner may use or run on any of Partner's hardware, or have deployed for internal use, any copy or version of the Apatar open source software products. Notwithstanding the foregoing, if Partner has any interest or intentions to develop, market, distribute or offer any services related to any Apatar open source software products, derivative works of such products, or any Partner software code made to work with Apatar open source software products, Partner shall, within a reasonable business timeframe prior to any of the foregoing actions, notify Apatar in writing of such interest or intention. Partner and Apatar will discuss and agree in writing on a plan based on such interest or intentions that will increase subscription sales of Apatar commercial products or the Software

5. Links and Partner Codes.

5.1 Generally. If applicable for the designated Partner Level, Apatar will make available to Partner by email on a non-exclusive basis both: (i) one or more partner-specific hypertext transfer standard Apatar "button" or text links to a specified page on the Apatar website ("Links"); and (ii) a discount code (the "Partner Code"). The use of such Links and of the Partner Code by Partner will enable Partner to receive a discount when Partner makes certain online purchases of subscriptions to the Software on behalf of a customer through Apatar's website. In no event shall Partner provide a Link or Partner Code to a customer without Apatar's prior written consent.

5.2 Discount. When Partner makes a purchase on behalf of a customer using Apatar's website, Partner must obtain from each such customer a signed original of the most current version of the Apatar.

End User License Agreement available from Apatar website or Apatar Partner Manager. Partner shall commence using the updated Apatar End User License Agreement, if any, within thirty (30) days of Apatar's posting of the update. In no event will Partner alter, modify, add to or delete from the Apatar.

5.3 Commission Calculation. Subject to the terms and conditions of this Section 5.3, Partner may receive commissions on orders made directly with Apatar by Partner's customers. Commissions on such orders must be discussed with, and approved in writing by, Apatar at least forty eight (48) hours prior to the customer's placement of the order (such customer is the "Approved Customer" and such order is an "Approved Order" after Apatar's written approval thereof). Apatar will pay commissions only on Approved Orders made by Approved Customers that are placed and concluded within seventy two (72) hours of Apatar's approval of such Approved Customer and Approved Order and will pay Partner a commission calculated as a percentage of Net Sales (as defined below) for all online purchases of Software, standard training courses and standard technical support services ("Online Commercial Products") made during the term of this Agreement, and for which Apatar has received full payment. Net Sales shall include those amounts received by Apatar for the sale of Commercial Products online, less amounts collected by Apatar for sales, use or other taxes, duties, shipping, handling, returns, credit card fraud, third party expenses and similar charges. Net Sales does not include any other revenues earned by Apatar, including (without limitation), revenues from: (a) services and software other than Online Commercial Products; (b) contract renewals for renewal year two (2) of an end user license agreement to the extent that Partner is not actively involved in managing the customer account as determined in Apatar's sole discretion or contract renewals for years three (3) and thereafter of an end user license agreement unless otherwise agreed by Apatar in its discretion and in writing; (c) purchases made by Partner pursuant to

Section 5.2. Apatar will pay Partner's commission if any, on a calendar quarterly basis. Within thirty (30) days following the end of each quarter, Apatar will pay Partner for the commission earned on Net Sales of Online Commercial Products during the preceding quarter. If the commission payable to Partner for any quarter is less than fifty (\$50.00) U.S. dollars, Apatar will hold those commissions until such time as Partner's commission earned equals at least fifty (\$50.00) U.S. dollars. If a sale that generated commission is returned by the Partner or discounted, Apatar will deduct the corresponding commission from Partner's next quarterly payment. All payments shall be made in U.S. dollars. If this Agreement is terminated for any reason, Partner is only eligible to earn a commission on sales occurring during the term of the Agreement, and commissions earned through the date of termination will remain payable only if any orders are not canceled or returned. Apatar reserves the right to withhold Partner's final payment for a reasonable time to ensure that the correct amount is paid.

5.4 Sales Policies and Pricing. For purposes of this Agreement, any person or entity who buys a product, Software, technical support or any other good or service from Apatar is a customer of Apatar, regardless of whether the customer purchased through Partner pursuant to Section 5.2 above or is an Approved Customer and made an Approved Order. All Apatar rules, policies, and operating procedures concerning customer orders, customer service, and sales apply to these customers. Apatar may change the Apatar rules, policies and operating procedures at any time, in its sole discretion. For example, Apatar will determine the prices to be charged for products and technical support services in accordance with Apatar pricing policies, and prices and availability may vary from time to time. Notwithstanding that Partner provides the customer information to Apatar, Partner shall only use such customer information for Apatar's benefit and Apatar shall have no obligation to share any other customer information collected by Apatar, including (without limitation) name and contact information; however, should Apatar choose to do so, Partner shall maintain such information in confidence in accordance with Section 12 hereof.

5.5 Order Processing. Apatar will be responsible for processing all orders placed by Partners who follow Links from the Partner Site to the Apatar website, or orders placed by Partner submitting a Partner Code when purchasing Commercial Products Online. All aspects of order processing and fulfillment, including order entry, customer service, shipping, cancellations, returns and payment processing will be the sole responsibility of Apatar. Partner agrees to refer immediately to Apatar any customer inquiries concerning the foregoing or Apatar, its software, services or programs, via the following email address: partners@apatar.com. Partner shall not make any claims, representations or warranties in connection with Apatar products, services or programs except to the extent those claims, representations or warranties are (a) substantially the same as those made in marketing materials provided to Partner by Apatar, or (b) included in marketing materials which were either pre-approved in writing by Apatar, or provided to Partner for use in accordance with the Program. Partner shall have no authority to, and shall not, bind Apatar to any obligations.

6. Linking to Apatar.

6.1 Approved Links. Partner shall not include a Link to the Apatar website from the Partner Site unless expressly approved in writing by Apatar. Links may contain only the particular Apatar logo, words and/or text specified by Apatar for the applicable Partner Level. In using the Links, Partner agrees to cooperate fully with Apatar in order to establish and maintain such Links. Partner shall use only those Links provided by Apatar to Partner, or those approved in writing by Apatar, and shall substitute those Links with any new Links that Apatar may provide from time to time during the term of this Agreement. Partner shall comply with all guidelines provided by Apatar with respect to the graphic reproduction, appearance and "look and feel" of the Links and all references to Apatar. The cost of installing and maintaining Links shall be the sole responsibility of Partner.

6.2 No Spam or Forced Linking. Partner shall not send unsolicited commercial email ("spam") which makes reference to Apatar, any Online Commercial Product, or any of the other products, services programs of Apatar, or which includes a link to Apatar, a Partner Code or all or any part of an Apatar URL or website. Partner also shall not force visitors to the Apatar website via any mechanism which acts as an automatic transport, such as "meta refresh" or "forced exit" scripts. This Agreement and any attachment hereto, shall terminate immediately and automatically if Partner directs traffic to the

Apatar website or advertises the Partner Code through the use of spam or any automatic transport mechanism or otherwise uses a Link in an unauthorized fashion, and in such case all commissions earned shall be immediately and automatically forfeited.

7. Intellectual Property.

7.1 Ownership. Partner acknowledges and agrees that all right, title and interest in all Software, Apatar logos, trade names, trademarks and service marks, including, without limitation, those incorporated in Links the Online Commercial Products and used to identify Partners, (collectively, the "Apatar Marks") are the sole and exclusive property of Apatar and except as expressly set forth herein may not be used without Apatar's prior written consent.

7.2 Limited Trademark License to use Apatar Marks. Limited License. If the applicable Partner Level includes a license to use a Program logo (the "Partner Level Logo") in connection with the Program, Apatar grants to Partner a limited, non-transferable, non exclusive, revocable license during the term of this Agreement solely to: (a) access the Apatar website through Links solely as set forth under the terms of this Agreement; and (b) solely in connection with such Links, use specified Partner Level Logos provided to Partner by Apatar for the purpose of promoting on the Partner Site the availability of Online Commercial Products all in accordance with the such as on the Apatar website, in press releases and in other marketing materials.

7.3 Marketing Approval. Except as provided above, each party will review and must first approve of, in such party's discretion, any proposed marketing documentation prepared by the other party prior to its use concerning this Agreement, the relationship of the parties or the Online Commercial Products under this Agreement to ensure that such material is accurate and fair. Proposed marketing documentation includes, but is not limited to, press releases, advertisements, conference proceedings, sponsorships, Apatar public speaking material, etc.

8. Other Partner Obligations.

8.1 Partner Representations. Partner represents and warrants that: (a) it reviewed the Partner Program Benefits Page on the date that Partner submitted the Application; and (b) it met all of the criteria for the Partner Level as of the date Partner submitted the Application. Partner covenants that it shall continue to meet all of the criteria for the Partner Level during the term of this Agreement, and agrees to notify Apatar immediately if it fails at any time to do so. In addition, Partner shall comply with any partner conduct regulations set forth in the Partner Program Benefits Page or otherwise adopted by Apatar from time to time in the reasonable discretion of Apatar. Partner further represents and warrants to Apatar the following: (a) this Agreement and any attachment hereto has been duly and validly executed and delivered by Partner and constitutes Partner's legal, valid and binding obligation, enforceable against Partner in accordance with its terms; (b) the execution, delivery and performance by Partner of this Agreement, and any Exhibit hereto, and the consummation by Partner of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate any provision of law, rule or regulation to which Partner is subject, any order, judgment or decree applicable to Partner or binding upon Partner's assets or properties, any provision of Partner's by-laws or certificate of incorporation or organization or any agreement or other instrument applicable to Partner or binding upon Partner's assets or properties; (c) Partner is an adult of at least 18 years of age; (d) Partner is the owner of the Partner Marks and has all the rights and power to license such marks to Apatar; and (e) the Partner Site and Partner's business complies, and shall continue during the term of this Agreement to comply, with all applicable laws.

8.2 Operation. Partner will be solely responsible for, and Apatar shall have no liability related to, the development, operation or maintenance of the Partner Site, or any goods or services promoted or otherwise provided by Partner.

8.3 No Confusing Content. Partner agrees that the domain name for the Partner Site does not and will not contain any Apatar Marks or any variation thereof. Partner Site may not copy, co-brand or frame the Apatar website or otherwise have any portion of the Apatar website visible on the Partner Site, or otherwise have

any portion of Partner Site visible on the screen once a user has clicked through to the Apatar website. The Partner Site will not in any way copy any content from, or resemble the look and feel of, the Apatar website, nor may Partner create the impression that the Partner Site is the Apatar website or is part of the Apatar website. Partner also agrees not to purchase or otherwise contract with a third party to exploit any of the Apatar Marks for the purpose of causing the Partner Site to appear as a search engine result or for any other reason. All content on the Apatar website is the copyrighted material of Apatar or a third party and may not be copied without prior written permission from Apatar. All banners and Links used by Partner to Link to the Apatar website must be downloaded from the Apatar website in accordance with the terms of this Agreement. Under no circumstances may any Partner Site or any other website affiliated with Partner in any way, controlled by Partner, or under contract with Partner, in any way state or imply (in text or otherwise that the website offers or sells Apatar products or services on sale, off price, at a discount, or otherwise at lower than regular or standard Apatar prices. Notwithstanding the foregoing, nothing in this Agreement shall be construed as setting forth a price at which Partners must charge customers for the Software.

9. Term & Termination.

9.1 Term. The initial term of this Agreement shall be for a one (1) year period commencing on the date of Apatar's acceptance of Partner's Application. This Agreement shall be automatically renewed for subsequent one (1) year periods (each a "Renewal Term") unless either party provides the other party with notice of its intent not to renew at least thirty (30) days prior to the expiration of the existing term. Either party may terminate this Agreement at any time and for any or no reason upon the provision of thirty (30) days written notice to the other.

9.2 Effect of Termination. Upon the termination of this Agreement for any reason, Partner will immediately: (a) cease use of, and remove from The Partner Site, all Links and any other materials provided by or on behalf of Apatar to Partner pursuant to this Agreement or in connection with the Program (including without limitation, the Software); (b) cease use of any Partner Level Logo and any other Apatar Mark; (c) return to Apatar any and all copies of all promotional materials that incorporate a Partner Level Logo or any other Apatar Mark; (d) cease any and all promotional activities Partner may be undertaking; and (e) return to Apatar all of its confidential information. The provisions of Sections 3, 4.2, 7.1, 9.2, 10, and 11-14 shall survive any termination of this Agreement.

10. Limitation of Liability.

10.1 Disclaimer of Consequential Damages. IN NO EVENT WILL APATAR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS OR DATA ARISING IN CONNECTION WITH THIS AGREEMENT, ANY ATTACHMENT HERETO, OR THE PROGRAM, AND EVEN IF APATAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Limit on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF APATAR ARISING UNDER THIS AGREEMENT, ANY ATTACHMENT HERETO, AND THE PROGRAM FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING NEGLIGENCE) EXCEED THE TOTAL FEES PAID OR PAYABLE TO PARTNER UNDER THIS AGREEMENT OR ATTACHMENT HERETO DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY BEFORE THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE CAUSE OF ACTION. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING (WITHOUT LIMITATION) BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATIONS AND OTHER TORTS.

10.3 Limit on Causes of Action. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY PARTNER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF CONSEQUENTIAL AND OTHER DAMAGES SET FORTH IN THIS AGREEMENT OR ANY EXHIBIT HERETO.

11. Confidentiality. Partner and Apatar agree to maintain the confidentiality of any proprietary information received by the other party during, or prior to entering into, this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information and customer information ("Confidential Information") for a period of two (2) years after the termination of this Agreement. This section shall not apply to any publicly available or independently developed information or the open source version of the Apatar software licensed under the Apatar Public License. The receiving party of any Confidential Information of the other party agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care.

12. Indemnification. Partner hereby agrees to indemnify, defend and hold harmless Apatar, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by Apatar (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on: (a) any claim or threatened claim that Apatar's use of any Partner Mark, or as Partner infringes on the copyright, trade secret, trademark, patent or other intellectual property rights, proprietary rights or other rights of any third party; (b) the breach of any representation or warranty made by Partner herein, or any of Partner's obligations herein; or (c) any claim related to The Partner Site, business or practices.

13. Other Provisions.

13.1 Relationship of Parties. Apatar and Partner are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Partner has no authority to make or accept any offers or representations on behalf of Apatar, and agrees not to make any statement, whether on The Partner Site or otherwise, that reasonably would contradict anything in this Section.

13.2 Modification; Assignment. Apatar may modify any of the terms and conditions contained in this Agreement or any attachment hereto, or the Partner Program Benefits Page or any other document incorporated herein by reference, at any time and in Apatar's sole discretion, and any such modification may include material changes. Posting on the Apatar website of a change notice or a new agreement is considered sufficient notice, although Apatar may also notify Partner of changes by email. Unless otherwise noted in an amendment, amendments shall automatically be deemed to take effect on the first day of the calendar month that occurs at least 30 days after the date that Apatar first posted the amendment. If any modification is unacceptable to Partner, Partner's only recourse is to terminate this Agreement by providing Apatar with written notice thereof no later than thirty (30) days after the date that the change was posted or otherwise took effect, in which case Apatar shall provide the Partner with a pro rata refund of any applicable Fees for the remainder of the months in the then-current term of the Agreement. Partner's continued participation in the Program following the Apatar posting of a change notice or new agreement on the Apatar website, or notifying Partner by email, will constitute binding acceptance of the change. Partner agrees always to provide Apatar with timely written updates of Partner's contact information. Partner may not assign, sublicense or otherwise transfer this Agreement, or any attachment hereto, or any of Partner's rights or obligations hereunder, by operation of law or otherwise, without Apatar's prior written consent, which may be withheld in Apatar's sole and absolute discretion. Subject to that restriction, this Agreement, or any attachment hereto, will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

13.3 Interpretation. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is found void and unenforceable, it will be replaced to the extent

possible with a provision that comes closest to the meaning of the original provision.

13.4 Governing Law. This Agreement and any attachment hereto shall be deemed to have been executed in the United States of America and shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to, or govern, this Agreement and any attachment hereto. Partner and Apatar agree to submit to the personal and exclusive jurisdiction of the courts located in Boston, Suffolk County, MA.

13.5 Entire Agreement. The provisions contained in this Agreement and its Attachments and documents incorporated herein constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement, including (without limitation) any pre-existing partner or affiliate agreement

13.6 Independent Investigation. Partner acknowledges that Partner has read this Agreement and any attachment hereto, and has had an opportunity to consult with Partner's own legal advisors if Partner so desired, and agrees to all its terms and conditions. Partner understands that Apatar may at any time, directly or indirectly, solicit Partner referrals on terms that may differ from those contained in this Agreement, or any attachment hereto, or operate sites that are similar to or competitive with The Partner Site. Partner has independently evaluated the desirability of participating in the Program and is not relying on any representation, guarantee, or statement other than as set forth in this Agreement or any attachment hereto.

Apatar, Inc.	Partner: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____