



Dealer Agreement

This agreement dated _____ is between Kamp-Data, Inc., an independent software vendor, hereinafter referred to as Vendor and _____; an authorized Microsoft Dynamics VAR, hereinafter referred to as Dealer.

This agreement pertains to all sales of Vendor's software completed by Dealer. Dealer is entitled to purchase Vendor's software for distribution at dealers' cost. This margin is available only on the list price of Vendor's software applications. It does not apply to the annual maintenance, custom development or other charges.

Vendor's software is sold in the form of an end-user license agreement between the Vendor and the end user. The terms of the end-user license agreement limits Vendor's liability to the amount the end-user paid for the software. In the event that Vendor shall, for any reason, be required to pay the end-user an amount in excess of what the Vendor received for the sale, Dealer hereby agrees to reimburse Vendor for the excess up to the amount of the margin that the Dealer made related to that sale of Vendor's software.

Vendor's software is distributed along with a maintenance agreement for the year starting with the date of the sale - it is not optional. The charge for the maintenance agreement is approximately 15% of the software's list price. Currently maintenance is not subject to a dealer margin. Vendor will bill the end user directly for annual extensions of the maintenance agreement.

Dealer agrees to provide Vendor with the end-user company information, via Purchase Order, order form, email, fax or telephone, including company name, contact name, address, phone, fax, e-mail address and industry at the time the software is ordered.

Dealer agrees to support and assist the end user in the successful installation and implementation of Vendor's software. Vendor is free to support and work with the end user directly. Vendor is not a Great Plains reseller and will respect the relationship between Dealer and the end user.

Company Name _____
Contact _____
Address _____
Address 2 _____
City, State Zip _____
Authorized Phone Number _____
Fax Number _____
E-mail Address _____

Authorized signature

Date