

Distributor Re-licensing Agreement

April 2011

The undersigned as an authorized representative of _____

having its offices at _____

hereinafter referred to as **DISTRIBUTOR** agrees to the following terms and conditions set forth below.

1. **DISTRIBUTOR** hereby agrees to re-market nonexclusive, nontransferable, nonrefundable licenses of computer software packages from **The CEDRA Corporation** consisting of computer software executable code and associated documentation, hereinafter referred to as **CEDRA Product Offerings**.
2. **CEDRA Product Offerings** represent a trade secret technology and are the proprietary information and product of **The CEDRA Corporation**. No title to or ownership of any **CEDRA Product Offering** or any of its parts is transferred to **DISTRIBUTOR**.
3. **DISTRIBUTOR** agrees to notify **The CEDRA Corporation** of each licensing of any **CEDRA Product Offering** by providing to **The CEDRA Corporation** all information identified in the **Distributor Order Form**, and submitting prepayment, in full, in the amount of the applicable cost in accordance with said **Distributor Order Form**. Following written notification as described above, and upon receipt of payment **The CEDRA Corporation** shall prepare the items requested and ship to **DISTRIBUTOR** within ten (10) working days for distribution. Prices are subject to change with written notification provided by **The CEDRA Corporation**. **DISTRIBUTOR** will have thirty (30) days to honor any commitments made with previous pricing.
4. **DISTRIBUTOR** agrees to be bound by and observe the proprietary nature of all **CEDRA Product Offerings** as herein provided, and to take appropriate action by instruction or agreement with its employees and agreement with **DISTRIBUTOR** clients to which **DISTRIBUTOR** licenses **CEDRA Product Offerings**, to fulfill its obligations and to treat all information concerning **CEDRA Product Offerings**, including software, documentation, and magnetic communication media, with maximum protection against unauthorized access or use.

5. **DISTRIBUTOR** agrees not to copy any **CEDRA Product Offering** except as may be necessary for internal **DISTRIBUTOR** computing system backup purposes.
6. **DISTRIBUTOR** agrees not to circumvent the access control code nor to de-compile, disassemble, reverse engineer, rent, lease or timeshare any software from **The CEDRA Corporation**.
7. **DISTRIBUTOR** agrees not to develop software that would be competitive with any **CEDRA Product Offerings** nor to demonstrate or license **CEDRA Product Offerings** to competitors of **The CEDRA Corporation**.
8. **The CEDRA Corporation** does not warrant that **CEDRA Product Offerings** shall be error free, or satisfy **DISTRIBUTOR**'s own specific requirements, and makes no warranties with respect to fitness and operability of modifications not provided by **The CEDRA Corporation**. **The CEDRA Corporation** does not accept returns nor offer refunds for items sold or licensed.
9. **DISTRIBUTOR** agrees that the application of **CEDRA Product Offerings** and interpretation of computational or graphic results thereof to any engineering or other work is solely the responsibility of the end user.
10. **DISTRIBUTOR** agrees that any software created from the use of **CEDRA Product Offerings** shall carry the "Copyright (c) 2011 - The CEDRA Corporation" copyright notice.
11. **DISTRIBUTOR** acknowledges that this agreement does not provide for application or use support or any associated consulting or other assistance. Such support is available under a separate Support Agreement.
12. **DISTRIBUTOR** agrees that references to products offered by **The CEDRA Corporation** shall carry the "Trademark of **The CEDRA Corporation**" in all printed documentation, brochures, product literature, advertisements, or the like.
13. This **Re-licensing Agreement** to remain effective for one year from the date indicated below, or earlier if **DISTRIBUTOR** is found to have violated any of the above conditions, at which time this **Agreement** will be considered null and void. Upon termination, **The CEDRA Corporation**, at its discretion, may renew the **Re-licensing Agreement** for another one year period.

For the DISTRIBUTOR:

Company Name: _____

Address: _____

State/Province: _____

Postal Code: _____

Phone: _____ Fax: _____

Name: _____

Authorized Signature

Date: _____