

SOFTPLC CORPORATION SALES REPRESENTATIVE AGREEMENT

This Agreement, effective _____, by and between SoftPLC Corporation ("Principal") and _____ ("Representative"), shall be as follows:

1. Purpose and Grant.

The purpose of this Agreement is to provide competent representation for Principal's goods and services ("Products") and thereby develop and sustain a satisfactory volume of Product sales in the geographical area ("Territory") assigned to the Representative.

Principal grants to Representative the exclusive right (to the exclusion of Principal and all claiming under or through Principal), to act as Principal's sales agency, to solicit orders for Principal's Products listed in Exhibit A of this Agreement within the Territory defined in Exhibit B of this Agreement.

2. Relationship Created.

Representative is not an employee of Principal for any purpose whatsoever, but is an independent contractor. Principal shall not have the right to require Representative to do anything which would jeopardize the relationship of independent contractor between Principal and Representative. However, as an agent for Principal, Representative shall exhibit the highest integrity in all commerce involving Principal's Products.

All expenses and disbursements incurred by Representative in connection with this Agreement shall be borne wholly and completely by Representative. Representative does not have, nor shall Principal hold Representative out as having, any right, power or authority to create any contract or obligation, whether express or implied, on behalf of, in the name of, or binding upon Principal, unless Principal shall consent thereto in writing. Designation by Representative as "Sales Agent" or "Sales Agency" shall not expand the limited authority to conduct "Sales" activities granted under this Agreement.

Representative shall have the right to appoint, and shall be solely responsible for Representative's own salespersons, employees, agents and representatives, who shall be at Representative's own risk, expense and supervision and shall not have any claim against Principal for compensation or reimbursements. Representative shall not have the right to appoint any company or individual as an Authorized Distributor, System Integrator or other agent of Principal.

Principal shall not restrict the number of other accounts or lines handled by Representative provided the items carried are not competitive either directly or indirectly with the items offered by Principal and covered by this Agreement. Representative agrees not to represent directly or indirectly any competitive lines without written approval of Principal.

3. Duties of Representative.

Representative shall actively and diligently promote Principal's Products, working in conjunction with the Authorized Distributors in the Territory. Promotional activities shall include at a minimum two (2) Product seminars per year and Product update sessions at each Authorized Distributor in the Territory at least once per quarter.

Representative shall have on staff at all times at least one "Product Champion" who shall be trained extensively in Principal's Products. Annually, at a minimum, the Product Champion shall attend a Distributor training course offered by Principal. Representative shall be an active member of Principal's Distributor Council.

Representative, as an agent of Principal, may become aware of information that is considered proprietary to Principal. Representative will treat this information as confidential, as they would treat their own proprietary information. Coincident with the execution of this Agreement, Representative shall execute a Non-Disclosure Agreement.

4. Duties of Principal.

Principal shall consider Representative as an important stakeholder and confidant in its business and shall provide to Representative all information necessary for it to perform under this Agreement. Principal agrees to refer all Product inquiries to Representative and to promptly furnish Representative with copies of all correspondence and documentation between Principal and Customers.

Principal shall provide, without cost to Representative, adequate supplies of marketing materials and demonstration units to encourage and facilitate the sale of Principal's Products. Such materials shall be considered as property of Principal and shall be returned in good condition upon termination of this Agreement.

5. Orders and Collections.

Orders for Products solicited by Representative shall be forwarded to and subject to acceptance by Principal. Customers shall normally place orders with an Authorized Distributor of Principal and said Distributor will be responsible for invoicing and collection. Where no Distributor exists or in special cases, orders shall be placed as direct business with Principal, and in these cases, Principal will be responsible for invoicing and collection. Representative shall assist and cooperate in obtaining necessary credit information on Customers and in the collection of delinquent accounts.

Representative shall adhere to, cooperate, and comply with Principal's sales policies, licensing agreements, and pricing, including enforcement of the Distributor and System Integrator programs, currently in effect and established from time to time by Principal. Written notice of each Sales Policy change shall be given by Principal to Representative at least (30) days in advance of such change.

6. Representative's Commissions.

Commission shall be paid to Representative by Principal on orders accepted by Principal as described in Exhibit C of this Agreement. Commission shall be computed on the net amount of the invoice after deducting discounts, allowances, transportation charges, taxes, cost of collection, if any, rebates and returns. Commissions shall be payable within 5 days following the month in which Principal receives payment for the orders. In the event more than one Territory is involved with an order, Shared Commissions shall be allocated as described in Exhibit D to this Agreement.

7. Term and Termination.

This Agreement shall continue in full force and effect until the date ("Termination Date") set forth in a notice given by one party to the other indicating such party's election to terminate this Agreement, which Termination Date shall be at least sixty (60) days after the date notice of such election is given.

If this Agreement is terminated by Representative, Representative shall be entitled to receive Representative's full commissions determined in accordance with this Agreement with respect only to orders invoiced by Principal prior to the Termination Date.

If this Agreement is terminated by Principal, Representative shall be entitled to receive Representative's full commissions determined in accordance with this Agreement with respect only to orders solicited by Representative prior to the Termination Date, and invoiced by Principal within sixty (60) days after the Termination Date, where determination of order solicitation shall be by virtue of a written quotation from Representative to Customer dated prior to the Termination Date.

8. Hold Harmless.

Principal shall hold Representative harmless from and against and indemnify Representative for all liability, loss, costs, expenses or damages however caused by any Products (whether or not defective) or any act or omission of Principal, including but not limited to any injury (whether to body, property or personal or business character or reputation) sustained by any person or to any person or to property, and for infringement of any patent rights or other rights of third parties, and for any violation of municipal, state or federal laws or regulations governing the Products or their sale, which may result from the sale or distribution of the Products by the Representative hereunder.

9. Jurisdiction and Dispute Resolution.

This agreement shall be subject to and shall be enforced and construed pursuant to the laws of the State of Texas. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Any disputes that cannot be resolved amicably by the parties shall be resolved by Binding Arbitration in the State of Texas. By executing this Agreement, the parties hereby consent to submit their grievances to arbitration.

10. Exhibits.

The following Exhibits have been attached hereto and are hereby incorporated by reference herein: "A"--Products; "B"--Territory; "C"--Commission Rate; and "D" --Shared Commissions. In the event of any ambiguity in meaning or understanding between the Agreement proper and the appended Exhibits, the Agreement shall control.

11. Entire Agreement.

This Agreement, with its incorporated Exhibits, constitutes the sole and entire Agreement between Principal and Representative, and supersedes all prior and contemporaneous statements, promises, understandings or agreements.

12. Notices.

Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed effective twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the addressee at its main office, as set forth below. Any party may change his or her address for purposes of this Agreement by written notice given in accordance herewith.

(Principal) SOFTPLC CORPORATION
Date: _____
By : _____
Typed Name: _____
Title : _____
Address : 25603 Red Brangus Drive
 Spicewood, TX 78669

(Representative) _____
Date: _____
By : _____
Typed Name: _____
Title : _____
Address: _____

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EXHIBIT A PRODUCTS

1. All hardware goods and software licenses included on the then current Principal's Master Price List, Pub. No. MISC-PL-1 with the exception of Software Support extension contracts and product updates.
2. Hardware products or systems not included on Pub. No. MISC-PL-1 shall be handled on a case-by-case basis, in writing prior to Representative submitting a quotation to Customer.
3. Out of warranty repairs, application engineering services, custom software development are not Products subject to Commission.

EXHIBIT B TERRITORY

State	ZIP Codes

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EXHIBIT C COMMISSION RATE

The Commission rate on Products as defined in Exhibit A are based on the Discount Schedule as defined in Pub. No. MISC-PL-1:

Discount Schedule	Commission on:	
	Products sold through Distribution	Products sold Direct
A	0%	5%
B, C	5%	10%
D, E	10%	15%
Other	Case by Case	Case by Case

EXHIBIT D SHARED COMMISSIONS

When an order for Products received by Principal is due to the efforts across multiple Territories, the total Commission Rate on Products as defined in the Agreement and in Exhibit C shall be allocated as follows:

50%	Influence (Territory where effort resulted in the placing of the order)
25%	Order Entry (Territory where order is physically entered)
25%	Destination (Territory where material is shipped to)