

**HDRsoft
RESELLER AGREEMENT**

This agreement is between:

HDRsoft

and

(hereinafter referred to as "Reseller")

10 av. du Professeur Grasset Batiment B
34090 Montpellier
France

HDRSoft and Reseller's authorized representatives have agreed and accepted the terms of the HDRsoft Reseller Agreement by their execution below.

HDRsoft

Reseller

Date:

Date:

Name:

Name:

Title:

Title:

Signature:

Signature:

The parties agree as follows:

1. Appointments and Scope of Appointments

1.3 HDRsoft appoints Reseller as authorized non-exclusive reseller of the software (physical packaged product in the form of a box containing a CD-ROM and printed manual) listed in Exhibit A, hereinafter referred to as "Software Product".

1.2 HDRsoft retains the right to resell the Software Product directly to other parties and to appoint other resellers, in the Targeted Market region set forth in Exhibit B.

2. Agreement Term and Coverage

2.1 The initial term of this Agreement shall expire on _____.

2.2 This Agreement will automatically renew unless either party notifies the other in writing of its intention to terminate this Agreement at least 30 days prior to its expiration.

3. Purchase Orders

3.1 Orders will be initiated by electronic purchase orders submitted by Reseller and shall be binding upon the parties upon acceptance by HDRsoft. HDRsoft shall be deemed to have accepted a purchase order if HDRsoft fails to reject the purchase order by notifying Reseller within 5 days of its receipt. Purchase orders shall be emailed to HDRsoft jean-paul@hdrsoft.com email address.

3.2 The minimum quantity per purchase order is 15 units of the Software Product.

4. Pricing and Payment

4.1 Prices to be paid by Reseller to HDRsoft will be equal to the advised retail prices set forth in Exhibit A minus the applicable discounts set forth in Exhibit B and minus the 2% defective allowance defined in section 6.2. Prices are exclusive of, and Reseller is responsible for all sales, value added, use and like taxes, and any applicable import or export duties, licenses, fees, excises or tariffs ("Taxes").

4.2 HDRsoft will send an electronic invoice to Reseller no earlier than the Software Product shipment date in connection with each accepted and fulfilled purchase order.

5. Price Protection

5.1 If HDRsoft decreases the price list for any Software Product which is in Reseller's inventory on the date such price decrease is made effective by HDRsoft, Reseller may, by written notice to HDRsoft within thirty (30) days of such price decrease, apply for credit in an amount equal to the difference between the purchase price of such Software Product actually paid to HDRsoft by Reseller and the purchase price for such Software Product which would have been payable by Reseller based on the lower price.

5.2 Price protection will not apply to any special promotions offered by HDRsoft and will only apply to price reductions as displayed in HDRsoft's formal published price list.

6. Returns

6.1 Return Rights. Reseller shall have the right to return for full credit or refund of Reseller's cost, any Software Products (a) that are being discontinued; (b) against which a legitimate and credible allegation is made against Reseller that the use of such Software Products infringes on any patent, trademark, trade secret, copyright, right of privacy or publicity, or any other tangible or intangible proprietary or intellectual property right; (c) that are not manufactured, packaged, or labeled in accordance with industry standards and/or all applicable laws, ordinances, rules, and regulations; (d) that are shipped in error or in non-conformance with Reseller's purchase order; (e) that have caused injury to person or property.

6.2 Defective Allowance. For the purposes of this Agreement, the term "defective" shall include Software Product that is visually or operationally defective and that has been returned by a customer in accordance with Reseller's end-user return policy. HDRsoft agrees to allow a 2% (two percent) defective allowance in lieu of returning defective Software Products. The allowance will be deducted from the Reseller's invoice.

7. Limitations

7.1 HDRsoft and its suppliers shall, in no event, be liable for any incidental, consequential, indirect, punitive or special damages (including but not limited to lost profits, revenue, goodwill or loss of use or data) or any costs of substitute Software Product arising out of or related to the Software Product or any use or the results of any use thereof or otherwise relating to the functioning thereof.

7.2 In no case shall HDRsoft liability to Reseller hereunder exceed the sum of amounts paid by Reseller to HDRsoft hereunder in the course of the last six full calendar months at the date where such limitation is computed. Such limitation shall be all-inclusive and shall not be increased as a result of the possible existence of more than one claim against HDRsoft.

8. Infringement

HDRsoft will defend or settle at its option and expense, any action brought against Reseller to the extent it is based on a claim that the Software Products infringes any copyright or misappropriates a third party's trade secrets. Subject to the provisions of Section 7.2 above, HDRsoft will pay all damages, costs and expenses (including reasonable attorneys' fees) awarded in a final, non appealable court decision, in such a suit against Reseller, provided that Reseller (i) notifies HDRsoft promptly in writing of the action; and (ii) provides HDRsoft with reasonable information and assistance for the defense or settlement of the action; and (iii) grants HDRsoft sole authority and control of the defense or settlement of the action. Reseller shall have no authority to settle any action on HDRsoft's behalf, and no costs or expenses shall be incurred for the account of HDRsoft without HDRsoft's prior written consent.

(a) Should the Software Products become, or in HDRsoft's opinion, be likely to become the subject of a claim of such an infringement, HDRsoft may, at its option and expense, either (i) procure for Reseller the right to continue to use the Software Product , or (ii) accept the return of the Software Product and refund to Reseller the purchase price or license fee paid under this Agreement.

(b) HDRsoft shall have no liability to Reseller to the extent that the infringement or claim thereof is based upon (i) use of the Software Products in combination with other products, devices or software which are not furnished to Reseller by HDRsoft, including those products, devices or software incorporated by Reseller and believed by HDRsoft to add substantial value to the Software Products; and (ii) modification of the Software Products by a party other than HDRsoft; and (iii) use of the Software Products as part of any infringing process; or (iv) use of other than a current unaltered release of Software Product if such infringement would have been avoided by use of the current, unaltered release. Also, the above indemnification obligations do not apply to, and HDRsoft specifically disclaims all indemnification obligations concerning, software other than the Software Product set in Exhibit 8.

(c) Reseller shall indemnify and hold HDRsoft harmless (according to the provisions set forth above) from and against any liability, damages, loss, claim or expense incurred by HDRsoft based upon a claim that the sale of Software Product under this Agreement and modified or combined with any equipment, software or device not supplied by HDRsoft under this Agreement infringes any third party right where such infringement is caused in whole or in part, by such modification or combination.

9 Termination.

9.1 Both parties shall have the right to terminate this Agreement prior to its expiration upon thirty (30) days prior written notice to the other party.

9.2 HDRsoft shall have the right to terminate this Agreement prior to its expiration upon the occurrence of any of the Reseller becoming insolvent or committing any act of bankruptcy following events, without any further formalities (including any court appearance) being required.

9.3 Termination of this Agreement entitles HDRsoft to cancel any or all undelivered purchase orders without liability or obligation.

9.4 The expiration or termination of this Agreement shall not release Reseller from any obligation to pay any sum which may then be owing or the parties from other continuing obligations which by nature, intent or context are intended to survive such as, without limitation, confidentiality, indemnification, or liability limitations.

10. Force Majeure.

Neither party shall be liable for delay in performance or for non-performance (except for monies due) occasioned by cause beyond its reasonable control, including, but not limited to acts of God, fire, flood, earthquake, unusually severe weather, war, government action, accident, labor trouble, shortages or inability to obtain materials, equipment or transportation.

11. Governing Law and jurisdiction.

The Agreement shall be governed by and construed under the laws of France.

EXHIBIT A

HDRsoft Retail Price List

Price List	Price per unit in USD	Price per unit in ---
<i>This pricing can be reviewed by HDRsoft at any time with one month notice to Reseller</i>		
Photomatix Pro (physical package product)	\$99.00	

EXHIBIT B

Targeted Market Region and Reseller Discount

- ◆ Targeted Market Region : _____
- ◆ Reseller Discount on price list as set forth in Exhibit A : 45 %
- ◆ Shipping will be at no cost to Reseller

HDRsoft

Name

Title:

Signature:

Reseller

Name:

Title:

Signature: