



Lowering Your Food Costs

AUTHORIZED RESELLER PROGRAM HIGHLIGHTS AND PRICING
EFFECTIVE JANUARY 1, 2013

AUTHORIZED RESELLER REQUIREMENTS

Purchase the Starter Kit (\$100.00 + shipping), which includes a fully functioning, not for resale copy of **CostGuard**, with all modules enabled.

AUTHORIZED RESELLER BENEFITS

- Unlimited telephone support for your company
- Full access to our marketing materials and personnel
- Qualified sales leads
- Benefits of lead generation campaigns
- Substantial discounts

DISCOUNTS

Quantity	Discount
1-2	30%
3-5	40%
6+	50%

Discounts apply to all software modules developed by **At-Your-Service Software, Inc.** No returns from dealer stock; stock maintained at current version. Quantity discounts are per site, and are cumulative on a yearly basis.

Extended Support Plan: We urge dealers to purchase this plan for their customers. It provides 1 year unlimited telephone support, maintenance updates for free, and upgrades at a discount.

TERMS:

COD, prepaid; MC/VISA/AMEX; FOB Bronxville, NY.

Shipping: FedEx standard, 2-day; or overnight. Cost applied to order.

COSTGUARD RESELLER APPLICATION

Company Name _____ Phone _____

Address _____ Fax _____

City, State & Zip _____

Tax ID # _____ (Required) State _____ Email: _____

Type of Business: Corporation Partnership Sole Proprietorship LLC

Reseller Kit Payment Form: Credit Card: MasterCard Visa American Express

(Please include payment with your application; shipping is additional. Make checks payable to At-Your-Service Software, Inc.)

Card #: _____ Name on card: _____ Exp. ___/___ CCV: _____

Please list the full name(s) of those allowed to place orders:

Principal Business Activity: _____

How many salespeople do you employ? _____ # Inside _____ # Outside _____

Do you currently market to the hospitality trade? Yes No

If so, what goods or services do you market? (Please list product names) _____

What is your sales territory? (Please be specific) _____

What is your yearly sales volume to the hospitality market? _____

What are your yearly projected dollar sales of our products? _____

Please use as much room as necessary to explain your market plan for the hospitality trade. Include any marketing materials such as letters, brochures, etc.

COSTGUARD RESELLER AGREEMENT

THIS AGREEMENT effective on _____, 20__ by and between:

At-Your-Service Software, Inc., whose address is:

450 Bronxville Rd. Bronxville, NY 10708

Telephone: (914) 337-9030 (hereinafter referred to as "COMPANY") and,

_____, whose address is:

Telephone: (____) ____ - _____ (hereinafter referred to as "RESELLER").

THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. Appointment of Reseller. COMPANY hereby appoints RESELLER and RESELLER agrees to become a reseller of COMPANY products. COMPANY specifically grants RESELLER the right to sell Products for the duration of this Agreement.

2. Conditions of Sale. COMPANY undertakes to sell COMPANY products to RESELLER pursuant to orders submitted by RESELLER, which orders and sales shall be governed by the following terms and conditions:

a) COMPANY shall sell COMPANY products to RESELLER at prices set forth in enclosed Reseller Pricing Schedule; provided that COMPANY reserves the right at any time and from time to time to amend Reseller Pricing Schedule.

b) All prices included in Reseller Pricing Schedule are F.O.B. COMPANY address as identified in this Agreement. There shall be added to the price of each COMPANY product the amount of any sales or use tax if any, which COMPANY is obligated to pay because of the sale to RESELLER of such COMPANY product.

3. Licensed Material. RESELLER acknowledges that all software programs delivered by COMPANY, and any manual prepared for use with the software, which may be obtained by RESELLER from COMPANY, whether on tape, disk or other reproductive media or device, including but not limited to ROM and RAM devices (the "Licensed Material"), are and shall at all times remain the unique and valuable property of COMPANY and further acknowledges COMPANY's proprietary right in the Licensed Materials and the concepts embodied therein and agrees that none of RESELLER, its employees, representatives and agents shall have, acquire, attempt to have or attempt to acquire any proprietary interest or other right to said Licensed Materials, other than the rights granted to RESELLER in the Reseller Software License Agreement. Upon the sale, license or other disposition of the COMPANY products to customers of RESELLER, RESELLER shall have the right to sublicense the right to use the Licensed Materials to such customers, but in each such case, RESELLER shall require its customers to agree to all of the provisions of the End User License Agreement in the for provided to RESELLER by COMPANY.

4. Warranty On Licensed Materials. Except as provided in this Agreement expressly, COMPANY shall not be liable to RESELLER or any user of software, manual or other Licensed Material for any physical or financial harm whatever suffered from distribution or use of the Licensed Material, regardless of the cause, the circumstances or the form of action, and regardless of any negligence on the part of COMPANY that might have contributed to that harm. COMPANY DOES NOT MAKE, AND NEITHER RESELLER NOR ANY, LICENSEE, SUBLICENSEE, OR RETAIL CUSTOMER RECEIVES FROM COMPANY, ANY WARRANTIES WHATEVER WITH RESPECT TO THE LICENSED MATERIALS, PARTICULARLY NOT THE WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR OR INTENDED PURPOSE, OR AGAINST INFRINGEMENT.

5. Additional Covenants of RESELLER. RESELLER will use its best efforts to promote the sale and distribution of COMPANY products. Reseller agrees to conduct its business in a manner reflecting favorable on the Company's name and products, and further agrees that its marketing and advertising efforts will be of the highest quality, in good

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taste and will preserve the professional image and reputation of the Company, all as defined by the Company. Rental or lease of products is expressly prohibited under the terms of this Agreement. Reseller agrees that when marketing the products provided by Company, to identify said products as being the invention, development or proprietary property of Company. Reseller agrees not to remove or obscure any of the Company's copyright notices, proprietary markings or identification from the products.

6. Additional covenants of COMPANY. COMPANY will furnish RESELLER with a list of all available manuals, parts lists, brochures, advertisements and other materials currently available. Additional copies will be provided to RESELLER at prices established by COMPANY.

7. Termination. Either party shall have the right to terminate this Agreement at will. Intent to terminate shall be made by written notice, sent by certified mail. Termination shall become effective 30 days from the postmark date of the notification. Notwithstanding the above, Company shall have the right to terminate this Agreement immediately in the event Reseller commits a material breach of its obligations under this Agreement. Intent to terminate shall be made by a written notice, sent by certified mail to the Reseller, which sets forth the details of the breach. Termination shall become effective on the date of mailing if sent by certified US mail to the Reseller's address specified in the Agreement. Company shall have the right to terminate this Agreement immediately in the event Reseller becomes insolvent or commits any act of bankruptcy or fails to make any payment due hereunder.

8. In General. The relationship between the parties is solely that of vendor and vendee, or licensor and licensee, and each acts independent of the other, and not as agent, employer or otherwise. RESELLER shall have no authority to bind COMPANY to any obligation not specifically recited in this Agreement.

9. Entire Agreement. This Agreement constitutes the sole and exclusive agreement between the parties hereto with respect to the subject matter covered, supersedes all prior and contemporaneous agreements and understandings, written and oral, with respect thereto, and is the final expression of the agreement between the parties hereto. This Agreement may not be modified or amended except by a written agreement signed by each of the parties hereto. This Agreement shall be governed and construed in accordance with the laws of New York.

10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

Company and Reseller have caused this Agreement to be executed by their duly appointed representatives on this _____ day of _____, 20__.

COMPANY: At-Your-Service Software, Inc.

Name: _____ Signature: _____ Title: _____ Date: / /

RESELLER COMPANY: _____

Name: _____ Signature: _____ Title: _____ Date: / /