

NolaPro Software

Partnership Agreement

Noguska, Inc., 741 N. Countyline St. Fostoria, Ohio 44830 is the Copyright and Intellectual Property owner of the business software suite named "NolaPro". Noguska, Inc. will hereafter be designated as "NOGUSKA".

By entering your information on the registration form and checking the Agreement box, you have affirmed that your Company is located at the given address and is reachable at the given phone number and email address. You further affirm that you are an employee or agent of said Company with the authorization to enter into this Partnership Agreement on its behalf, and that you are requesting partnership with NOGUSKA in regards to distribution, resale, branding, white labeling, and/or the translation of NOGUSKA's NolaPro® software (hereinafter known as "NolaPro"). You, your Company, its subsidiaries, and any other authorized person(s) representing these parties will hereafter collectively be designated as "DISTRIBUTOR".

(1) NOGUSKA agrees to provide DISTRIBUTOR the right to market and provide services for NolaPro under the terms provided herein and under the NolaPro end-user license agreement ("EULA"). DISTRIBUTOR agrees to be listed as a NolaPro partner in its country of physical location, but will not be restricted from serving clients regardless of location.

(2) DISTRIBUTOR agrees that it will not charge any fees from the sale (including but not limited to hosting, licensing, subscription services, or any other use of NolaPro) unless otherwise agreed to by NOGUSKA. Any unauthorized sale(s) of NolaPro will be considered to be an illegal sale which, at the very minimum, shall immediately terminate this contract.

(3) NOGUSKA agrees that DISTRIBUTOR may provide the following "value-added" services to their clients: setup/installation, bookkeeping services, training, support, data manipulation, and/or consulting. NOGUSKA further agrees that DISTRIBUTOR may set its own "value-added" rates (example: \$300 setup fee) and that DISTRIBUTOR may retain 100% of such revenues.

(4) NOGUSKA agrees that DISTRIBUTOR will receive commissions of 10% for software customizations made by Noguska for clients referred solely through the efforts of DISTRIBUTOR for a twelve-month period from client's initial subscription date with NolaPro.

(5) NOGUSKA agrees that it will host client(s) derived from DISTRIBUTOR's efforts on NOGUSKA servers and that DISTRIBUTOR will receive commission of 25% for all such subscription revenue unless otherwise agreed by the parties.

(6) Commission payments from NOGUSKA to DISTRIBUTOR will be distributed on a monthly basis. In no event shall commissions be paid to DISTRIBUTOR before NOGUSKA has received the full payment from the applicable account.

(7) If NOGUSKA agrees to allow DISTRIBUTOR to “white label” the NolaPro product, NOGUSKA, at its sole discretion, may allow renaming of NolaPro text, links, and logos to those of DISTRIBUTOR’s product of choice. DISTRIBUTOR agrees that it will not use the “white label” method to promote any previously established product created from other source code without express written consent from NOGUSKA.

(8) NOGUSKA shall be notified regarding any change of ownership of DISTRIBUTOR or acquisition by any third-party. NOGUSKA reserves the right to renegotiate or terminate this agreement at such time of notification. If DISTRIBUTOR fails to notify NOGUSKA within thirty (30) days of any change of ownership, NOGUSKA may terminate this agreement, without prior notification, at its sole discretion.

(9) This arrangement will be in full force and effect between NOGUSKA and DISTRIBUTOR as long as (a) it has referred client(s) as active subscriber(s) (not enforced during the initial six (6) month grace period from the date of this agreement), and (b) DISTRIBUTOR remains a partner in good standing under this Partnership Agreement. It may be revoked by either party if the other party violates any of its provisions or at any time, with thirty (30) days advance notice prior to the initial one-year anniversary of this agreement; if not, revoked, this agreement will renew in perpetuity for additional one-year term(s) until terminated. In such a case, both parties revert to the same legal position they would have if no such agreement ever existed. Either party intending to revoke this agreement must notify the other party, by email or certified letter, at least 30 days in advance. If notified by email to a valid email, no acknowledgement or read receipt is necessary. Furthermore, any six (6) month period of inactivity consisting of no communication, sales, client customization referrals or translation updates by DISTRIBUTOR will automatically void this agreement unless both parties agree otherwise.

(10) NOGUSKA agrees to allow DISTRIBUTOR to use the NolaPro name, image(s) and likeness for purposes of sales, advertising, marketing, distribution and product representation. Unless authorized in writing by the other party to be bound, neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding onto the other.

(11) While this Agreement is in effect and after its termination, NOGUSKA retains full ownership of the NolaPro product, name, trademark, source code, documentation, likeness and any derivative products using the NolaPro source code. Upon termination of this Agreement DISTRIBUTOR will reserve ownership of its “white label” brand name, however such name will no longer have any connection to product(s) using the NolaPro source code.

(12) In the event of a disagreement between NOGUSKA and DISTRIBUTOR both parties agree to submit the disagreement to the arbitration services provided by the Better Business Bureau in Toledo, Ohio, USA.

Dated as of the server date and time (UTC -5:00 (EST)) when digitally signed.

/s/ David Runion

Authorized Representative for NOGUSKA

/s/ via Digital Signature on Registration Page

Authorized Representative for DISTRIBUTOR