

JAT COMPUTER CONSULTING, INC.
440 ROUTE 22 EAST
BRIDGEWATER, NJ 08807
TEL: 908.725.9748
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Partner Reseller Agreement



JAT COMPUTER CONSULTING, INC.
440 ROUTE 22 EAST
BRIDGEWATER, NJ 08807
TEL: 908.725.9748
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JAT Partner Reseller Agreement:

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1. **Partner Designation.** JAT Computer Consulting, Inc. (“JAT”) designates _____ as a Reselling Partner (“Partner”). This document outlines the terms and conditions between JAT and the Partner. Acceptance of this Agreement ensures that the Partner agrees to the terms and conditions set forth within this document.
2. **Product and Service Overview.** As a Microsoft Solution Developer, JAT offers the following products and services your clients may need during year-end tax form processing. There are currently over 100 organizations using one or more of these solutions.

PRINTVIEW PLUS

An in-house tax form processing database application, PRINTVIEW PLUS can produce a W-2 in seconds using an employee's last name or login ID. When changes are required, PRINTVIEW PLUS populates the data from the employee's W-2 into an onscreen W-2c form allowing the necessary changes to be made easily without re-keying the entire form. All form W-2 and W-2c copies (i.e., Employee, Federal, State and Local) can be printed in batches. Advanced reporting can be produced on all W-2 and W-2c data fields. In addition, W-2c data can be electronically reported to the SSA by creating the MMREF-2 file.

e-PRINTVIEW

e-PRINTVIEW is a web based system that operates on a secure hosted environment providing employees access to their original W-2, W-2 reissue and W-2c as well as the ability to correct their address. Employees can print their W-2 from any Web browser or have the form sent to their email address for printing at their convenience. e-PRINTVIEW eliminates tedious printing and mailing processes and the overhead costs previously associated with W-2 processing.

W-2 Reissue Call Center

For employees without Internet access, the bilingual (English and Spanish) Call Center complements our e-PRINTVIEW self-service Internet system. Employees simply call the toll-free number and our service representatives will print and mail their W-2 reissues, process address changes and send you the updated data files.



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W-2 Print Services

JAT provides W-2 printing for companies preferring to outsource this labor-intensive year-end process. This service allows payroll departments to focus on their normal priorities without adding to their workload.

W-2 Data Interface

All the preceding software and services are setup by an interface between the eEnterprise year-end W-2 file and JAT. A custom data load utility is used to populate the application database(s) for access and use by the customer.

- 3. Partner Requirements.** There is no signup fee associated with this Agreement. Once this Agreement is executed and the Partner Application is completed, the Partner will qualify for the commissions described in section 4 following the Effective Date.

All Partners will participate in a referral capacity and receive commissions on the initial software and service licenses sold by JAT.

All Partners will be required to register their prospective clients with JAT. Registration of a client referral will be made directly through your designated JAT Account Executive. JAT and the Partner must approve all leads in order to receive your referral commission. JAT will handle the remaining sales process with your registered prospect and communicate back the win or loss of your given lead.

- 4. Referral Commissions and Payments.** All Partners will receive a 15% commission on the list price of the product sold to their referred lead. This referral fee is only in effect for the initial product purchase. All software renewals for subsequent years by the customer for whom a referral fee was paid are excluded from future commission yields and will be priced at the regular preferred renewal rates.

Commission payment to the Partner will be made upon receipt of client payment and reconciled on a monthly basis.



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The commission schedule is as follows:

Product	List Price	Partner Commission
PRINTVIEW PLUS	\$2,950	\$442.50
e-PRINTVIEW	\$2,500	\$375.00
W-2 Reissue Call Center	\$2,500	\$375.00
W-2 Printing Service	Call For Pricing	N/A
Network Versions	Call For Pricing	15%

5. **Sales and Marketing.** JAT is responsible for all software distribution, documentation, maintenance, support and invoicing.

JAT will provide the Partner with sales and marketing collateral (i.e., brochures, demos, order forms and product information sheets) on a request basis.

6. **Technical Support.** All PRINTVIEW PLUS and e-PRINTVIEW Clients receive a free allotment of technical support cases. In addition, JAT provides a free Online Client Support System (OCSS) that contains a searchable knowledgebase of common software related issues and solutions along with a product newsgroup.

For additional information regarding customer support, please refer to the JAT Technical Support document.

7. **Pricing.** The following table provides a price list of all available software and services:

Product	List Price	Per Form Fee	Compatibility
PRINTVIEW PLUS	\$2,950	N/A	eEnterprise R6&7
e-PRINTVIEW	\$2,500	.25 per form	eEnterprise R6&7
W-2 Reissue Call Center	\$2,500	\$3.50 per mailed form	eEnterprise R6&7
W-2 Printing Service	N/A	Call For Pricing	eEnterprise R6&7



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For additional information, please refer to Appendix C.

8. **Confidentiality.** Partner agrees that any information provided by JAT shall be used only for the purposes of this Agreement, and to otherwise hold such information in strict confidence, specifically including but not limited to employee social security numbers, personal identification numbers, names, addresses, compensation and benefit information. Such confidential information shall be furnished on the following conditions: Partner shall hold all confidential or proprietary information or trade secrets in trust and confidence and it shall not be disclosed to any third party. No copies will be made or retained of any data supplied. This information shall not be disclosed to any employee, officer, director, agent, contractor or consultant of the Partner or any other third party unless they agree to execute and be bound by the terms of this confidentiality clause. It is understood that Partner shall have no obligation with respect to any information known by the Partner or generally known within the industry prior to date of this agreement, or that becomes common knowledge within the industry thereafter. This clause shall survive the termination or expiration of this Agreement.

9. **Liability and Indemnification.** JAT, its agents, employees, officers, directors, and its third party administrator shall not be liable or responsible for, and shall be defended against litigation and held harmless by Partner, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Partner, its agents, employees, officers, directors, or independent contractors under this Agreement or the unauthorized use of any social security number, personal identification number, name, address, compensation or benefit information of an employee of JAT by any employee, contractor, officer, director or agent of the Partner under this Agreement, including claims and damages arising in whole or in part from the failure of the Partner, its employees, agents, independent contractors, officers or directors to secure confidential information against computer hackers, whether such failure is the sole or contributory cause of the resultant injury, death, or damage, provided, however, that the indemnity provided for in this section shall no application when the negligent act of JAT, its agents, employees, officers, directors, third party administrator or independent contractors is the sole cause of the



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resultant injury, death, or damage, unmixed with the legal fault of another person or entity. This clause shall survive the termination or expiration of this Agreement.

10. Term and Termination. This Agreement shall commence on the Effective Date and continue in effect for one year. It may be renewed annually by Partner’s execution and return of a RENEWAL SERVICE AGREEMENT to JAT following review of provided service and payment terms for the subsequent year.

THIS PARTNER RESELLER AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 20____, (the “Effective Date”) by and between _____ (“Partner”) and JAT Computer Consulting, Inc. (“JAT”).

JAT Computer Consulting, Inc.

Partner:

By: _____

By: _____

Craig Garritano,

Name:

Director, Enterprise Solutions

Title:



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Appendix A: Partner Application (Fax back to 908.203.9153)

Partner Company Name: _____

Partner Company Contact: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____ Home Page: _____

Year Established: _____ Total Employees: _____

Total MBS Sales Personnel: _____ Total MBS Technical Personnel _____

Total eEnterprise Clients: _____ Average Client Employee Size: _____

Please register the above organization as a designated JAT Reselling Partner. I confirm that I have read and accept the terms and conditions described in the JAT Partner Reseller Agreement. I warrant that the above information is accurate and that I am the authorized representative to execute this request.

Date: _____

Signature: _____

Name(Print): _____

Title: _____



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Appendix B: Lead Registration Form (Fax back to 908.203.9153)

Partner Company Name: _____

Partner Company Contact: _____

Phone Number: _____ Fax Number: _____

Partner ID: _____

Company Lead: _____

Company Contact: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____ W-2 Count: _____

eEnterprise Version: _____ Employee Size: _____

Date: _____

Product Interest (check all that apply):

- PRINTVIEW PLUS
- e-PRINTVIEW
- W-2 Reissue Call Center
- W-2 Printing Service

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Appendix C: (Fax back to: 908.203.9153)

ORDER FORM

PRODUCT: 2002 PRINTVIEW PLUS

Corporate Edition

UNIT PRICE TOTAL PRICE
 \$2,950 \$ _____

PRODUCT: 2002 e-PRINTVIEW

e-PRINTVIEW Client Setup & Activation

\$2,500 \$ _____

Online Form Processing Fee: You will be charged a monthly usage fee of \$.25 per online form (i.e., W-2 Original, W-2 Reissue and W-2c forms processed monthly from e-PRINTVIEW for each tax year). The active payment period is from January 2003 to December 2003

PRODUCT: 2002 W-2 Reissue Call Center

Call Center Client Setup & Activation

\$2,500 \$ _____

W-2 Reissue Form Processing Fee: You will be charged a fee of \$ 3.50 per form to cover the printing, postage, sealing and mailing process for each tax year. The active payment period is from January 2003 to December 2003.

PRODUCT: 2002 W-2 Print Service

W-2 Printing & Mailing (Call For Pricing 800.528.7634)

\$ _____

Shipping Information Required:

Name

Title

Company

Shipping Address (Cannot Ship to PO Boxes)

City/State/Zip

Phone Number (required) Fax Number (required)

E-mail Address

Purchase Order Number/Reference (required)

Signature

Date

Subtotal \$ _____

Tax (NJ add 6%) \$ _____

Overnight Shipping & Handling _____ **\$25.00**

TOTAL \$ _____

****All New Customers Receive A Preferred Customer Discount For Future Purchases Of The Same Product Version.***

Invoice Information Required:

Invoice Contact Name

Invoice Address

City/State/Zip