

Instructions:

1. Please read the following Agreement.
2. Print Pages 1 to 8.
3. Fill the empty fields indicated with (-----) found in:
 - a. Page (1), please fill the company name, address, company representative, and job title.
 - b. Page (4), please fill the territory in which you are authorized to sell, and market.
 - c. Page (8), please type your name, job title, and date of signature.
4. Sign and/or stamp the document on **every** page.
5. The agreement starts in page (1) and ends in Page (8). Please don't send Page (i) – this is to help you recognize where you need to complete the agreement.
6. Please send one copy by fax (202 – 4145065), and two original copies by courier.
7. We will sign the two original copies, and send your copy along with the Demo CD and the installation Instructions as soon as we receive the original agreement signed.

BUSINESS PARTNERSHIP AGREEMENT

This Business partnership Agreement (the "Agreement") is dated as of -- / -- / ---- (the "Effective Date") and is between:

Cairo Software Services (CSS) with its principal place of business at 5 El Shaheed Mohamed Hassouna St., Heliopolis, Cairo - Egypt, represented by Ayman Samir Abdel-Aal – President.... ("COMPANY")

AND

----- ("PARTNER")

The terms of this agreement shall apply to each product license granted and all services provided by the COMPANY and/or the PARTNER under this agreement. When completed and executed by both parties, an order shall evidence the product licenses granted and the services scope that are to be provided.

NOW THEREFORE in consideration of the mutual promises contained herein the parties agree as follows:

1. DEFINITIONS

- 1.1 "Commencement Date" shall mean the date on which the COMPANY delivers the products, or if no delivery is necessary, the effective date set forth on the relevant order Form.
- 1.2 "Designated System" shall mean the computer hardware, software and operating system designated on the relevant order form or sublicense report.
- 1.3 "Order Form" shall mean the document, by which PARTNER or other MBS-GP partners orders product licenses and services and which the parties agree to. The order form shall reference the effective date and this agreement.
- 1.4 "Product" shall mean the proprietary Arabization of Microsoft Business Solutions – Great Plains (MBS-GP) in machine readable object code form owned and distributed by COMPANY.
- 1.5 "Sublicense" shall mean a non-exclusive, non-transferable, right granted by the COMPANY under a sublicense agreement to an end user to use a machine readable object code copy of the products on the designated system.
- 1.6 "Sublicensee" shall mean a third party who is granted a sublicense of the products, for such party's own internal data processing purposes and not for purposes of any further distribution.
- 1.7 "Technical Support" shall mean product support provided under COMPANY's polices in effect on the date technical support is ordered.
- 1.8 "Territory" shall mean those countries where PARTNER is allowed to sell the products and services.
- 1.9 "Maintenance" shall mean the provision of technical services and updates.
- 1.10 "Documentation" shall mean, the user guides and other manuals supplied by the COMPANY relating to the products being licensed.
- 1.11 "Other MBS-GP Partners" shall mean, any other Microsoft Business Solutions – Great Plains Authorized partner in the Middle East Region.

2. PARTNERSHIP SCOPE & OBJECTIVES

- 2.1 The COMPANY has developed certain proprietary computer software and related professional services, including the Arabization of Microsoft Business Solutions – Great Plains (Arabic MBS-GP). (All of the foregoing and such software, services or products as are now or in the future may be offered by COMPANY hereinafter collectively referred to as the “COMPANY Products & Services”).
- 2.2 PARTNER is a MBS-GP partner and is aware of prospective customers for COMPANY Products & Services and has other offerings that complement, competes or integrates with COMPANY Products & Services and wishes to promote and sell the same in the territory hereinafter defined and on the terms and conditions hereinafter set forth.
- 2.3 Both parties agreed to cooperate and work together in marketing, selling and integrating both parties offerings, as well as offering professional services in the form of implementation, customization, development, support and training, to successfully target and accomplish targeted sales.
- 2.4 The relationship between the parties shall remain that of independent contractors. Nothing in this agreement shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, equity partnership or formal business entity of any kind. Nothing in this agreement shall be construed as authorizing either party to act as an agent representative of the other.

3. SCOPE & RESPONSIBILITIES OF COMPANY

- 3.1 COMPANY is committed to provide research & development, integration of its products offerings, enhancements and upgrades to the product in one single code base and to market this product in the region.
- 3.2 COMPANY is committed to provide post sales implementations and training (if required) to secured accounts identified by PARTNER sales personnel AND is committed to provide PARTNER with the needed resources and quotations as needed.
- 3.3 COMPANY is responsible to assign appropriate resources to work closely with PARTNER, headed by an account manager nominated by COMPANY.
- 3.4 COMPANY will deliver to PARTNER a computer CD containing, a copy of, a capable of being demonstrated software for sale to customer, and similarly full COMPANY products as COMPANY and PARTNER shall agree. As such other COMPANY products revised, changed or improved, COMPANY will provide updated versions to PARTNER upon availability.
- 3.5 Within the territory, PARTNER shall have the right to sell COMPANY products & services subject to the provisions of this agreement. All sales to customers shall be in accordance with the terms and provisions of the agreement between PARTNER and end user.
- 3.6 COMPANY will supply to PARTNER Arabic language manuals and technical documentation (upon availability) and also will provide English sales promotional material. Provided materials are in soft copy format, written and hard copy materials are available against defined fees.
- 3.7 COMPANY will list and promote PARTNER name in future advertisement, media and events, without the need to refer to PARTNER in each case, unless a statement by PARTNER to be provided.

4. SCOPE & RESPONSIBILITIES OF PARTNER

- 4.1 PARTNER agrees to perform necessary quality assurance tasks using dedicated resources in order to enhance the quality of the product.
- 4.2 PARTNER shall use its best efforts to promote and sell the COMPANY products & services, and shall not take any action detrimental to the reputation or business interests of COMPANY, this include dropping its current Arabic MBS-GP offerings and carrying only the COMPANY product.
- 4.3 PARTNER has the right to specify the terms of sublicense agreements, without breaching the terms and conditions of this contract and without any liabilities whatsoever on the COMPANY.
- 4.4 PARTNER will nominate an account manager responsible for COMPANY, who will work closely with COMPANY resources to identify appropriate opportunities.
- 4.5 PARTNER is committed to quote the end user with the same prices, quotations or figures agreed between COMPANY and PARTNER without any add-ons or margins, unless agreed by COMPANY in writing.
- 4.6 PARTNER should not - at any time - provide the same product services, implementation, customization or training as the COMPANY offerings, on its own without the written consent by COMPANY.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The COMPANY products, (including the Documentation) and the intellectual property rights relating thereto, are and shall remain the property of COMPANY unless otherwise specified.
- 5.2 PARTNER shall not, and shall require in any contracts with its sublicensees, whether such contracts be written or verbal, that such sublicensees shall not, copy or modify, reverse compile or reverse assemble the COMPANY products. Or remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by COMPANY on or in any part of the COMPANY products. PARTNER shall notify COMPANY of any such violations as they come to PARTNER 's attention.
- 5.3 PARTNER shall acquire no rights to the COMPANY products under this agreement.
- 5.4 PARTNER shall not copy or use the COMPANY products (including the Documentation) except as otherwise specified in this Agreement.

6. DESIGNATIONS AND NON-EXCLUSIVITY

- 6.1 The COMPANY products, (including the Documentation) granted to PARTNER's sublicensee would be a non-exclusive, non-transferable license as set forth in this Agreement.
- 6.2 PARTNER during the term of this agreement until two years after termination of the agreement will not create or participate in the creation of a product that competes directly or indirectly with the COMPANY products.
- 6.3 PARTNER shall not have the authority to enter into a contract binding upon COMPANY, unless agreed by COMPANY in writing.
- 6.4 PARTNER agrees to inform COMPANY immediately about any defects and/or complaints about COMPANY Products.
- 6.5 PARTNER agrees to indemnify and hold COMPANY harmless from and against any and all claims, demands, costs, and expenses arising from agents, independent contractors or end users including any and all activities undertaken under agreement.

7. TERRITORY

- 7.1 The Territory shall consist of the -----, PARTNER shall not market or seek customers for the products outside the territory without the written consent of COMPANY

8. PRICES AND PAYMENT

- 8.1 The customer price will be **10%** from the MBS-GP retail price for the specified order to the end user, with a minimum of \$3000 (Three Thousand US Dollars). All prices are quoted and should be paid in US Dollars.
- 8.2 PARTNER will be granted a discount margin equivalent to the existing MBS-GP margin if proved in writing, or a minimum of **30%** Discount.
- 8.3 PARTNER will inform COMPANY immediately about delivery of any Sublicense. COMPANY shall invoice PARTNER and invoices shall be paid and released within 30 (thirty) days from the invoice date. All COMPANY products license payments should be made 100% in advance and are subject to a compulsory enhancement and upgrade fees for the first year (15%). All services will be against efforts spent and approved and paid upon collection.
- 8.4 Technical support and Maintenance fees after the first year shall be payable annually in advance.
- 8.5 All quotations and tenders given by PARTNER shall not be bound to COMPANY until they have communicated written acceptance of the buyers order, any price quoted by COMPANY or comprised in the order or contract is provisional only and subject to change to COMPANY price ruling at the date of sale.
- 8.6 Fees due by PARTNER shall not be subject to set off for any claims against COMPANY outside the scope of this agreement.
- 8.7 All payments shall be made without deductions based on taxes on or withholding, the license and services fees ordered do not include sales taxes (if applicable). PARTNER agrees to pay applicable media or shipping charges if applicable.

9. TERM OF AGREEMENT

- 9.1 This Agreement shall have an initial term of one (1) year commencing on the date first set forth above, and shall extend automatically for additional periods of one (1) year unless sooner terminated in accordance with the provisions contained herein.
- 9.2 Either party shall give to the other at least three (3) months prior written notice of termination of this agreement at the end of the initial term of any extended term.
- 9.3 If either party shall fail to comply with any term, condition, covenant or obligation on its part to be performed and such non compliance is not corrected to the other party's satisfaction within thirty (30) days after written notice is given by the other party, or if either party makes any assignment for the benefit of creditors, commits any act of bankruptcy, or files a petition under any bankruptcy, or insolvency law, or if such a petition filed against that party is not dismissed within sixty (60) days, or if either party's interest under this agreement is taken on execution or other process of law in any action against that party, then this Agreement shall terminate immediately upon notice given by other party.
- 9.4 Termination shall not relief PARTNER's obligation to pay all fees that have accrued.
- 9.5 The agreement shall come into force upon the date undersigned by an authorized signatory of both parties.

10. NONDISCLOSURES AND PROTECTION

- 10.1 PARTNER recognized and agrees that any Software, Software Documentation, Source Codes, Computer Diskettes or CDs, user manuals or other materials which are clearly marked by COMPANY or any of its licensors to be confidential or proprietary contain, or may contain, the valuable properties and trade secrets of COMPANY, embodying substantial creative efforts and confidential information, ideas, expressions or other materials, information and/or know-how which is by its natural confidential which give the COMPANY a competitive advantage over other persons, firms, corporations and organizations engaged in activities relating to or similar to those of COMPANY etc.
- 10.2 During the term of this Agreement and thereafter PARTNER shall make all reasonable and diligent efforts to keep in confidence and not to disclose to any third party nor use for the benefit of any party other than COMPANY except as provided herein the proprietary COMPANY materials. Such proprietary COMPANY materials shall be protected by the same or better industrial security procedures as are used by PARTNER in protecting its own valuable trade secrets and other highly confidential data and shall be examined by and disclosed to only such person and may require such information in the course of their duties. PARTNER agrees to take appropriate action by instruction or agreement with its directors, employees, or consultants who are permitted access to COMPANY's Programs or software products to satisfy the PARTNER's obligations thereunder.
- 10.3 PARTNER shall not remove any labels, copyright notices, or other indications of the proprietary nature of the proprietary company and shall include copyright notices and other appropriate indication of ownership by the COMPANY or its licensors in all copies herein authorized.
- 10.4 Any backups and/or copies of the COMPANY Products and Software Documentation or other COMPANY Products and Documentation therefore that are created by any party under the provisions of this agreement shall be clearly marked as confidential and proprietary as the original. Such backups and/or copies shall be treated with respect to this agreement as though they were originally delivered to third parties only subject to the sub license rights and limitations set forth in COMPANY's standard customer agreements.

- 10.5 PARTNER agrees that all matters contained in the proprietary COMPANY materials shall be treated confidentially unless shown by PARTNER through tangible proof that:
- Such information was in the public domain prior to PARTNER's receipt of the same thereunder or has subsequently become part of the public domain by publication or otherwise, except by PARTNER's wrongful act.
 - Such information was in PARTNER's possession prior to its receipt of the same thereunder and was not acquired directly or indirectly from COMPANY.
 - Such information was received by a representative from a third party which PARTNER reasonably believes has no obligation of secrecy with respect thereto.
- 10.6 PARTNER acknowledges that COMPANY or its licensors (MBS-GP) are the sole holder of all copyrights and other proprietary rights with respect to the COMPANY Products and PARTNER will use its best effort to protect and enhance proprietary rights of COMPANY in the Territory. PARTNER will not assert the invalidity of or contest the ownership by COMPANY of any trade markers or any registrations thereof as a trademark or tradesman or any copyright other proprietary right of the COMPANY. In those countries in the Territory where trademark/copyright protection is not already secured by COMPANY. PARTNER will use its best efforts to assist COMPANY to secure such protection as soon as possible.
- 10.7 In no event shall COMPANY be liable for lost profits, lost data, business interruptions, special or consequential damages, or indirect or incidental damages, however caused, or for any claim against PARTNER by any third party. PARTNER hereby acknowledges that COMPANY shall have no liability for any loss or damage which may be suffered by PARTNER's customers using the COMPANY Products and PARTNER hereby further agrees to indemnify and keep indemnified COMPANY from against all such loss or damage.

11. TRADEMARK LICENSE

- 11.1 The COMPANY or its licensors (MBS-GP) shall be the sole owner of any and all of the right, title and interest in and to all trademarks and trade names associated with COMPANY Products, or the licensors products.
- 11.2 The PARTNER shall include in each authorized copy of the COMPANY's Products made in accordance with his agreement, such information as is required by the laws of the Territory to project patent, trademark, tradesman and copyright rights of the licensor and shall include all documentation accompanying COMPANY Products sub licensed hereunder a label or a stamp giving such information as is required by the laws of the Territory to project the patent, trademark, trade name and copyright rights of the COMPANY.
- 11.3 At no time may products other than COMPANY Products be labeled with any trademark or trade name of the COMPANY or owned by the COMPANY.

12. CONFLICT OF INTEREST

- 12.1 PARTNER will treat COMPANY as their preferred supplier in all product offerings identified in this agreement. PARTNER hereby agrees not to market or sell the same products offerings from any third party or supplier who may be authorized to distribute the same product offering in the territory, except if COMPANY showed NO interest in writing or failed to deliver a quote.
- 12.2 With respect to a lead provided to PARTNER by COMPANY, PARTNER hereby agrees not to market or sell any competitive products to such prospects for the specific lead opportunity identified and will promptly notify COMPANY if such prospect is in the process of purchasing a competitive product. For the purpose of this Agreement, "Lead" shall mean a potential customer with whom PARTNER had contact as a result of the use of any COMPANY or Licensor resource (be it human, financial, or otherwise) that played a substantial factor in the sale of software products to end user.

13. ARBITRATION

- 13.1 This Agreement and all matters arising out of or relating to this agreement shall be governed by and interpreted in accordance with **Egyptian** law. Parties hereby agree to the exclusive jurisdiction of the Egyptian Arbitration Courts.
- 13.2 If any dispute, controversy or claim of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement which cannot be resolved by mutual agreement between the parties then the matter shall be referred to arbitration in accordance with the arbitration Rules of Egypt, the award of the arbitrators shall be final binding on the parties and subject to no appeal.
- 13.3 The arbitrator's tribunal shall be composed of three arbitrators appointed by the Egyptian Software Association or similar NGO association.

14. MISCELLANEOUS

- 14.1 Any notice under this Agreement shall be in writing and shall be deemed properly given if sent by certified mail, return receipt requested to the address mentioned before.
- 14.2 PARTNER grants COMPANY the right to use their name as partners of COMPANY. Their name may also be used in publicity or advertising materials prepared by or on behalf of COMPANY.
- 14.3 Each page of this Agreement should be initialed by the Licensee's authorized signatory below.
- 14.4 Neither party shall recruit, employ or solicit the services of any personnel employed by the other party either for themselves or for any connected or associated company or any of their customers during the continuation of this Agreement and for 2 (two) years thereafter without the prior written consent of the other party.
- 14.5 This agreement constitutes the final and entire agreement by and between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, understandings, agreements and proposals, oral, written, and all other communications between the parties relating hereto. This Agreement shall be amended, modified, altered or changed only by a written instrument duly executed by the authorized representatives of both parties.

THE PARTIES HAVE READ THIS AGREEMENT, INCLUDING THE FOLLOWING PAGES
HEREOF, AND AGREE TO BE BOUND BY ALL ITS TERMS.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

PARTNER

COMPANY

Cairo Software Services (CSS)

Name :

Name : Ayman Samir Abdel-Aal

Position :

Position : President

Date :

Date :