

FORUM8

Partner Software Sales & Distribution Agreement

YOURCO (Hereafter referred to as “**YOURCO**”) and **FORUM8 Co., Ltd.** (Hereafter referred as "Forum8") shall agree on the following terms with regard to the sale and distribution of Forum8's Real-time Interactive 3D VR Simulation & Modeling software VR-Design Studio (*formerly known as UC-win/Road*) - (hereafter referred to as **Forum8 Product**) and shall conclude this Software Sales & Distribution Agreement.

Article 1 (Products)

Forum8 Product shall mean, Forum8's UC-win, UC-1, and VR Series Interactive 3D VR Simulation & Modeling products including all software plug-ins, as well as their associated software product services, such as training, software maintenance and technical support.

Article 2 (Sales Operations)

Clause 1 (Distribution Rights)

1. Forum8 shall provide distribution rights for Forum8 Product to **YOURCO**. These rights shall allow non-exclusive distribution of said products.
2. **YOURCO** may transfer the distribution rights of Forum8 Product to its subsidiaries and distributors worldwide however **YOURCO** must inform Forum8 beforehand if it intends to transfer the rights to parties other than its subsidiaries.

Clause 2 (Settlement Prices)

1. The standard prices of Forum8 Product shall be as specified in its Price List, current at the time.
2. **YOURCO** shall determine and set the selling price of the Forum8 Product when distributing same to its clients, subsidiaries or distributors.
3. **YOURCO** buys Forum8 Product at an agreed percentage discount - see below.
4. As part of this Agreement **YOURCO** will purchase an initial Advanced International software licence for training and marketing purposes, at a **special 50% discount** of the current list price.
5. All Forum8 Product licences include the 1st year's maintenance & technical support fees
6. **If in the 2nd and subsequent years an annual maintenance contract for the Forum8 Product licence is not purchased, a new Forum8 Product licence will need to be bought at an appropriate discount (more information available upon request).**

Forum8 Product	Purchase Rate
UC-win, UC-1 & VR Series (VR-Design Studio)	Initial Forum8 Product licence costs are based on a 40% discount of the current list price After exceeding a total annual purchase of 5 licences the discount for that year increases to 45%
Services... <ol style="list-style-type: none">1. Forum8 Product licence fees include the 1st year's maintenance & technical support2. The 2nd and subsequent years' software maintenance & technical support is listed in the current Forum8 Product price list3. On or off-site training is quoted as required4. 3D VR Projects quoted as per specification	Software Services are non-discountable

Clause 3 (Distribution Areas)

This Agreement enables **YOURCO** to distribute Forum8 Product through its own distribution network, worldwide, subject to Clause 1 of this Agreement.

Clause 4 (Distribution and so forth)

1. **YOURCO** shall market and sell Forum8 Product to the best of its ability
2. Forum8 shall provide **YOURCO** with Forum8 Product brochures and other marketing & training collateral, from time to time. **YOURCO** can create additional collateral as required
3. Forum8 shall notify **YOURCO** of new products or when a Forum8 Product is modified
4. In a timely manner, Forum8, at its discretion, shall provide **YOURCO** with information regarding prospective clients best handled by **YOURCO** directly
5. Forum8 shall assist **YOURCO** in the marketing of Forum8 Product as and when appropriate
6. At its discretion, Forum8 may assist **YOURCO** with the shared costs of promotional events
7. Trial versions of Forum8 Product shall be available upon request
8. Forum8 shall help to promote **YOURCO** services throughout Forum8's global market

Article 3 (Payment Conditions)

When **YOURCO** sells Forum8 Product, it shall place an appropriate order with Forum8 via email to office@forum8.com. **YOURCO** will make payment, in an agreed currency (USD), in advance, for the ordered Forum8 Product to the account specified by Forum8. Upon acknowledging the payment or transfer of funds, Forum8 shall deliver the products to the destination specified by **YOURCO**.

YOURCO shall pay handling fees for the transfer of funds, currency exchange, customs duties and other taxes. Forum8 shall pay the shipping costs for Forum8 Product.

Article 4 (Maintenance)

YOURCO shall notify Forum8, when selling Forum8 Product, of the end user client's name, address, contact method (phone number & e-mail address) and the name of the person in charge, upon placing the order. By doing so, Forum8 shall perform end-user registration and any direct maintenance tasks that are specified for the Forum8 Product in question.

Article 5 (Agreement Cancellation)

YOURCO or Forum8 may cancel this Agreement if there is a breach of any of these Clauses or if there is a breach of faith that is deemed too serious to continue with this Agreement.

In addition, this Agreement will automatically terminate if YOURCO do not order one or more Forum8 Products during each 12 month period of this Agreement (excluding the initial order of Forum8 Product purchased for in house use – see Clause 2 (5)).

Article 6 (Confidentiality)

1. **YOURCO** or Forum8 may not disclose or divulge any information concerning the other party, learned through or accompanying this Agreement, to third parties without prior consent. However, this shall not apply to information already in the public domain.
2. **YOURCO** and Forum8 shall uphold this clause even after this Agreement has ended.

Article 7 (Conference)

Matters not addressed in this Agreement shall be determined by **YOURCO** and Forum8 in discussion.

Article 8 (Period and Extension)

The valid period of this Agreement shall be one year from the date of the signatures below.

If both parties have no wish to cancel the Agreement, one month before the expiration date, this Agreement shall be extended automatically for another year and so on. **Note Article 5.**

Two copies of this Agreement shall be created; **YOURCO** and Forum8 shall each retain one.

Forum8 Co., Ltd.

2-15-1 Shinagawa Inter City, Building A 21F
Konan Minato-ku Tokyo 108-6021 Japan

YourCo.

YOURCO
Address 1
Address 2

Name : Yuji Ito, President

Date :

Name :

Date :