

**VALUE ADDED RESELLER
AGREEMENT
FOR
CSOFT CORPORATION
SOFTWARE PRODUCTS**



Prepared by

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1.0 RESELLER INFORMATION

Please fill in the below table with your company information.

Name	
Address 1	
Address 2	
Address 3	
City	
State	
Zip/Postal Code	
County	
Web Site	
Contact Person	
Title	
Phone	
Fax	
Cell Phone	
E-mail Address 1	
E-mail Address 2	

2.0 AGREEMENT SPECIFICS

The text below outlines the reseller agreement between Csoft Corporation and your company. Please read carefully, sign and return to the address above. Please make a copy for your records before returning the agreement to us. The agreement is as follows:

This agreement is made as of the date listed below, by and between **Csoft Corporation**, a Nevada corporation with its principal place of business at 6980 Santa Teresa, Suite 240, San Jose, CA 95119 (the "Company") and the above named Reseller concerning the Company's grant to Reseller of rights to resell the Company's software products specified in Section 2, referred to herein as the "Product(s)."

For good and valuable consideration received by each party from the other, including entry into this Agreement and the covenants hereof, the parties AGREE:

1. Grant and Best Efforts: The Company designates Reseller as a non-exclusive reseller for the Products listed in item 2. Reseller may not sell the Products via electronic download on an online store including, but not limited to: America Online, CompuServe, or the Microsoft Network unless authorized by The Company.

This grant does not include any right to make and/or sell variations or derivative works of the Products. Sole ownership of copyrights and other intellectual and proprietary rights to the Products shall remain in the Company. Reseller accepts the grant, in the limited scope provided herein, and agrees to use its best efforts to communicate the features, benefits, pricing, and availability of the Products to potential customers in reseller's ordinary course of business.

2. Products: Reseller is authorized to resell: all products in the **qwikWare™ Product Family**, which are listed in the table below in Addendum 3.1 and all products in the **megaWare™ Product Family**, which are listed in the table below in Addendum 3.1.

3. Price & Payments: Reseller shall receive up to 20% discount off the published prices of the Company's Products. These prices are kept up to date on the Company's website, www.csoftcorp.net, and the Reseller may download or view these prices at any time. Pricing decisions are made at the sole discretion of your company however Reseller will be given advanced notice of prices and any price changes.

Payment for Products shall be made by Reseller in U.S. Funds via check on a US bank or wire transfer to Company bank (this information is provided at the time of the first order). Reseller must pay in advance for the first order. Subsequent orders must be paid in full, by the fifteenth (15th) of the following month. Billing is done on the 30th of each month and is done via E-mail.

Reseller agrees to collect and make good on all debts for Company products it sells to its customers.

The payment obligations stated in this Paragraph 3 are exclusive of any federal, state, municipal or other governmental taxes, duties, excise taxes or tariffs now or hereafter imposed on the sale of the Products.

4. Copyrights & Trademarks: Reseller may use the copyrights and trademarks of the Company and its products in connection with the advertising of the Products. All products listed below in Addendum 3.2 are trademarks of the Csoft Corporation.

Nothing herein shall grant reseller any right, title or interest in the Company's trademarks.

Reseller does not have authority to sign any licensing, reselling or original equipment manufacturers deals with other companies relating to the Company Products.

5. Warranty & Indemnification: The Company warrants that the Products shall substantially conform to the Products' accompanying documentation and, when used in accordance with such documentation, will be free from material defects.

6. Expiration & Termination: This Agreement shall be considered to continue for a period of 2 years or until such time that either party terminates the agreement for any reason. Upon expiration of this agreement, it shall be automatically extended for an additional year. Either party may terminate the agreement for any reason by giving 30 days notice to the other party. Notice may be delivered via mail, phone, or email. Termination or expiration of this Agreement shall not relieve Reseller of its then accrued payment obligation under this Agreement. Termination

7. Relationship of Parties: The parties hereto are independent contractors and neither party is an employee, agent, partner or joint venture of the other. Neither party shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

3.0 RESELLER AGREEMENT ADDENDUMS

3.1 Authorized Resale Products

qwikWare™ Product Family	qwikAsset™, qwikTrak™, qwikConfig™, qwikWeb™
megaWare™ Product Family	megaTrak™, megaShop™, megaFreight™, megaShop™, megaConfig™, megaWeb™

3.2 Csoft Corporation Trademarks

qwikWare™ Product Family	qwikAsset™, qwikTrak™, qwikConfig™, qwikWeb™
megaWare™ Product Family	megaTrak™, megaShop™, megaFreight™, megaShop™, megaConfig™, megaWeb™

4.0 RESELLER AGREEMENT SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, by their duly authorized representatives as of the date set forth above.

Csoft Corporation

Name (Printed)	
Title	
Signature	
Date	

Reseller

Company Name	
Name (Printed)	
Title	
Signature	
Date	