

ValueNet Program Overview

FileNet's business partner program, ValueNet[®], brings together the industry's top value-added resellers (VARs), systems integrators, and application developers. Together, we form a business alliance that produces highly innovative solutions for a broad range of customers within many industries.

ValueNet is a working partnership between FileNet and its business partners. *ValueNet partners:*

- ✓ provide consultation, applications, platform systems, and project management services to their customers.
- ✓ are recognized experts in application software, business process reengineering, and client/server technology.
- ✓ have specialized expertise in one or more vertical or horizontal applications, such as insurance claims processing, process manufacturing, and health care.

The idea behind the ValueNet partnership is simple -- two companies can win more business by working together and combining their individual strengths. The concept of improving our, as well as our partners', competitive advantage by developing strategic partnerships is the driving force behind the ValueNet program.

ValueNet Program Benefits

	<i>Authorized</i> (Level 1)	<i>Select</i> (Level 2)	<i>Preferred</i> (Level 3)	<i>Premier</i> (Level 4)
Program Benefits				
Account Management(primary/secondary) ¹	CIS/IC	CIS(IC)/APM	APM/CIS	APM/CIS
Financial Incentives				
Product Discounts - Direct Purchases		<i>available upon request</i>		
Single Source Purchase Option	-	-	-	Yes ²
VPA Commissions (<i>Watermark only</i>)	10%	15%	15%	15%
Training Vouchers at Enrollment	3	10	-	-
Additional Training Vouchers ³	50% off list	50% off list	50% off list	50% off list
Marketing & Communications				
Leads (qualified)	Yes	Yes	Yes	Yes
MDF Guidelines (discretionary funds)	discretionary	discretionary	event specific	event specific
Product Literature (at enrollment)	\$100	\$500	-	-
Trade Show Participation	-	Yes	Yes	Yes
Partner Newsletter Subscription	Yes	Yes	Yes	Yes
Publication in ValueNet Partner Guide	Yes	Yes	Yes	Yes
Partner Plaque	Yes	Yes	Yes	Yes
Electronic Sales Tools	Yes	Yes	Yes	Yes
Information Access (via Lotus Notes/Web) ⁴	Yes	Yes	Yes	Yes
Support				
Technical Support		<i>see technical support matrix</i>		
Partner Reference Guide	Yes	Yes	Yes	Yes
Other				
Demo/Development System Software ⁵	Yes	Yes	Yes	Yes
Demo/Dev. System Software Upgrade	w/renewal fee	Yes	Yes	Yes
Beta Program	upon request	upon request	Yes	Yes
Executive Briefings	-	-	available	Yes
Partner Council Eligibility	Yes	Yes	Yes	Yes

FileNet

¹ CIS = Channel Inside Sales Person, APM = Area Program Manager, IC = Image Choice /Master Reseller

² Excluding Canada

³ One training voucher earned for every \$100,000 in software product revenue to FileNet

⁴ Database specific - based on authorized products

⁵ Authorized products only

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ValueNet Program Requirements

	<i>Authorized</i> (Level 1)	<i>Select</i> (Level 2)	<i>Preferred</i> (Level 3)	<i>Premier</i> (Level 4)
Program Requirements				
Enrollment Fee ¹	\$3,000	\$5,000	n/a	n/a
Demo Software Install. (WorkFlo Business Systems and FileNet:WorkGroup)	-	\$4,000	\$4,000	\$4,000
Annual Renewal Fee	\$1,500	-	-	-
Min. Revenue (rolling 12 month sell-thru)	\$0	\$100,000 ²	\$300,000 ²	\$1,000,000 ²
Infrastructure				
Staffing				
<i>Certified Sales Personnel</i> ³	✓ ⁴	✓	✓	n/a
<i>Certified Pre-Sales Consultant</i> ³	✓ ⁴	✓	✓	two
<i>Certified Post Sales/Support Person</i> ³	✓ ⁵	✓ ⁵	✓ ⁵	✓ ⁵
<i>Certified Application Developer</i> ³	0	◆	✓	✓
Demo/Development System	◆	✓	✓	✓
Industry Experience ⁶	◆	✓	✓	✓
Industry Specific Reference Accounts ⁶	◆	three	five	five
Vertical Focus or Presence	◆	◆	◆	◆
Application Development Experience	◆	◆	✓	✓
Electronic Communication Link	◆	✓	✓	✓
Sell-thru Reporting by Customer	-	✓	✓	✓
Monthly Sales Pipeline/Forecast	-	✓	✓	✓
Other				
Partner Application	✓	✓	-	-
Partner Business Plan (includes application)	◆	✓ ⁷	✓ ⁷	✓
ValueNet Reseller Agreement	✓ ⁷	✓ ⁷	✓ ⁷	✓
Approved Credit Application	✓ ⁷	✓ ⁷	✓ ⁷	✓ ⁷

✓ Required

◆ Recommended

¹ New partner program entrance as *Authorized* or *Select* Partner

² 90 day 'get well' plan if partner falls below rolling 12 month minimum

³ Refer to Certification & Authorization section for education fulfillment

⁴ At least one half-time

⁵ One full time plus alternate if full time person not present - not required if selling FileNet maintenance contracts to end-users

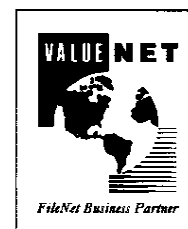
⁶ Industry experience = client/server, integration, application development or relevant technology i.e. COLD, document imaging, document management and workflow

⁷ Required for direct purchases

FileNet offers channel partners a comprehensive, flexible program to meet the needs of several business models and objectives. FileNet's broad product line, combined with a ValueNet partner's value-added solutions, provides a decisive market edge. The ValueNet partnership enables partners to leverage FileNet's sales experience and technical expertise as they expand their reach into new markets and territories. If you are interested in becoming a ValueNet partner, please contact a FileNet Channel Inside Sales Representative for more information at 800.FileNet (345.3638).

FileNet[®]

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1.800.FILENET (345.3638)



FileNet and ValueNet are registered trademarks, WorkFlo Business System and FileNet:WorkGroup are trademarks of FileNet Corporation.

Due to continuing program enhancements, elements are subject to change without notice.



Authorized ValueNet Partner Application

Section I. Company Information (for additional locations please complete a separate application)

Company: _____

Address: _____

City: _____ State _____ Zip: _____

Tel: _____ Fax: _____

Web Server: _____ Year Founded: _____

Parent/Subsidiary/Division Relationships: _____

Type of Company:

Proprietary

NYSE

Partnership

AMEX

Corporation

NASDAQ

List the principals and include an organization chart:

President _____

V.P. marketing/Sales _____

Primary Contact _____

Include a one or two page overview of the company since its inception to the present time.

Indicate successful application development and systems implementations (references).

What type of reseller are you?

Value Added Reseller

Systems Integrator

Software Developer

Consultant

Catalog/Telemarketing

Corporate Dealer

Retail Storefront

Other _____

What type of value added services do you offer?

Value Added Solutions

Application Development

Systems Integration

Support Services

Training

Other _____

What is your annual gross revenue? (all products)

\$ _____ Annual gross sales for all products and services

Please indicate percent of total annual revenue from each of the following areas

_____ % Software _____ % Hardware _____ % Integration _____ % Training

_____ % Support _____ % App. Development _____ % Other (please specify) _____

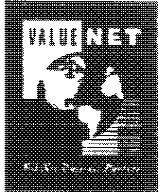
What is your gross annual document imaging, document management, workflow and COLD revenue?

\$ _____ Annual gross sales for imaging products and services

Please indicate percent of total imaging revenue from each of the following areas

_____ % Software _____ % Hardware _____ % Integration _____ % Training

_____ % Support _____ % App. Development _____ % Other (please specify) _____



Please check your sources for FileNet products?

Tech Data, customer number _____

Do you have any aggregator affiliations?

- Intelligent Electronics BTC Intelligent Electronics - Non BTC
- MicroAge InaCom VanStar DataGo Other _____

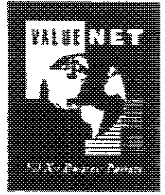
Please list all software or hardware products you are authorized to sell, support or service (all types)

Manufacturer and product name	Number of years selling or authorized to sell	Manufacturer contact and phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Are you currently selling/authorized to sell, support or service any imaging software products?

_____ Yes _____ No If yes, please list below:

Manufacturer and product name	# years selling or authorized
_____	_____
_____	_____
_____	_____



Section II. Corporate Summary

Who would be our primary contact? (for other contacts please attach a separate sheet)

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail: _____

List additional contacts and office locations:

1. _____
2. _____
3. _____
4. _____

How many full time employees do you have?

_____ Total		
_____ Inside Sales	_____ Outside Sales	_____ Systems/Sales Engineers
_____ Technical Support	_____ Service/Maintenance	_____ Marketing
_____ Educational/Training	_____ Programming Services	_____ Other Services

How many full time employees are dedicated to document imaging & workflow?

_____ Total		
_____ Inside Sales	_____ Outside Sales	_____ Systems/Sales Engineers
_____ Technical Support	_____ Service/Maintenance	_____ Marketing
_____ Educational/Training	_____ Programming Services	_____ Other Services

Have any employees passed the CTIA's Certified Document Image Architect test?

_____ Yes _____ No If Yes, Please list their names and titles:

Name: _____ Title: _____ Date Passed: _____

Name: _____ Title: _____ Date Passed: _____

How many full time employees are dedicated to document management:

_____ Total		
_____ Inside Sales	_____ Outside Sales	_____ Systems/Sales Engineers
_____ Technical Support	_____ Service/Maintenance	_____ Marketing
_____ Educational/Training	_____ Programming Services	_____ Other Services



How many full time employees are dedicated to the COLD marketplace?

_____ Total		
_____ Inside Sales	_____ Outside Sales	_____ Systems/Sales Engineers
_____ Technical Support	_____ Service/Maintenance	_____ Marketing
_____ Educational/Training	_____ Programming Services	_____ Other Services

Please list the expertise your company has with the following software technologies:

Document Imaging Software: (name of product): _____

Workflow Software (name of product): _____

Document Management Software (name of product): _____

Cold Software (name of product): _____

Windows NT and SQL Server: _____

List a key reference accounts that indicate the company's ability to successfully deliver solutions involving relevant technologies:

Company _____

Address _____

Phone _____

Comments about the installation: _____

Company _____

Address _____

Phone _____

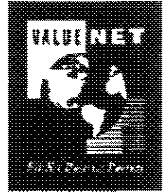
Comments about the installation: _____

Company _____

Address _____

Phone _____

Comments about the installation: _____



Section III. The Marketing Plan (please include additional pages for the following information)

The Market Opportunities

- Indicate the resources which the company is committing to the sales effort
- Will the sales resources be exclusively focused on document imaging/document management/workflow/COLD opportunities?
- Describe the activities you plan to initiate in the first twelve months to generate prospective clients.

Which FileNet software products will you be reselling? (please check all that apply)

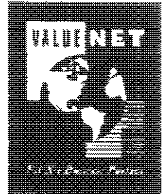
- Watermark (document imaging)
- FileNet:WorkGroup (document imaging & workflow)
- Saros Document Manager for Microsoft BackOffice (document management)
- Greenbar (Cold)

Which vertical markets do you pro-actively target? (please check all that apply)

- | | | | | |
|---------------------------------------------|-----------------------------------------|-------------------------------------------------------|----------------------------------------|-------------------------------------|
| <input type="checkbox"/> Financial Services | <input type="checkbox"/> Insurance | <input type="checkbox"/> Education | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Government |
| <input type="checkbox"/> Health Care | <input type="checkbox"/> Publishing | <input type="checkbox"/> Pharmaceutical | <input type="checkbox"/> Legal | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Distribution | <input type="checkbox"/> Communications | <input type="checkbox"/> Other (please specify) _____ | | |

Which sub-Industry do you pro-actively target? (please check all that apply)

- | | | | | |
|------------------------------------------------|-------------------------------------------|---------------------------------------------|-------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Aerospace | <input type="checkbox"/> Airlines | <input type="checkbox"/> Apparel/Clothing | <input type="checkbox"/> Auto Insurance | <input type="checkbox"/> Banking |
| <input type="checkbox"/> Brokerage/Invest Serv | <input type="checkbox"/> Car Rental | <input type="checkbox"/> Chemicals | <input type="checkbox"/> Commercial Loans | <input type="checkbox"/> Construction |
| <input type="checkbox"/> County Government | <input type="checkbox"/> Credit Card | <input type="checkbox"/> Dental Insurance | <input type="checkbox"/> Disrete | <input type="checkbox"/> Education |
| <input type="checkbox"/> Electronics | <input type="checkbox"/> Equity Loans | <input type="checkbox"/> Federal Government | <input type="checkbox"/> Food Services | <input type="checkbox"/> Grocery/Supermarket |
| <input type="checkbox"/> Group Health | <input type="checkbox"/> Group Life | <input type="checkbox"/> HMO | <input type="checkbox"/> Hospitals | <input type="checkbox"/> Individual Life |
| <input type="checkbox"/> Legal | <input type="checkbox"/> Local Government | <input type="checkbox"/> Military | <input type="checkbox"/> Mortgage Loans | <input type="checkbox"/> Natural Gas |
| <input type="checkbox"/> Nuclear Power | <input type="checkbox"/> Petroleum | <input type="checkbox"/> Pharmaceutical | <input type="checkbox"/> Publishing | <input type="checkbox"/> Property & Casualty |
| <input type="checkbox"/> Radio | <input type="checkbox"/> Railroad | <input type="checkbox"/> Shipping | <input type="checkbox"/> State Government | <input type="checkbox"/> Tax Consulting |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Trucking | <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) _____ | |



Section IV. Support Plan (please include additional pages for the following information)

Customer Support Plan

- Indicate the technical resources which the company has allocated or plans to allocate for the support of the planned business relationship.
- Indicate the commitment the company will make to training technical resources on FileNet software.
- Indicate the type of implementation support you expect to provide to customers (project management, design, development, prime vs. subcontractor).
- Indicate the type of on going support planned for customers.

All supplied information will be held in strict confidence. By signing below, Company agrees that any information supplied by FileNet will be held in strict confidence and will be used only for the purpose of performing its obligations under this Application. Company further agrees that it shall use at least the same degree of care to maintain the secrecy of the information as it uses in maintaining the secrecy of its own proprietary, confidential and trade secret information.

Signature: _____

Title: _____ Date: _____

For FileNet internal use only:

Approval signature _____

Authorization Number _____



AGREEMENT FOR ELECTRONIC CONNECTION

FileNet Corporation ("FileNet") grants the undersigned ("Recipient"), upon the following terms, permission to use specified means of access (the "Gateway") to FileNet's proprietary or licensed electronic communications network (the "System") to communicate solely with FileNet or upon request, to communicate directly or indirectly with any other party.

- 1. Use of Gateway.** Recipient accepts the Gateway and all information and data obtained via the Gateway AS IS (without warranty of any kind) and assumes all risk of Recipient's access to and use of the Gateway and the System. FileNet will not be liable for any incidental, consequential or special damages under any contract, negligence, strict liability or other legal or equitable theory. Recipient will use the Gateway and the System only for the purposes and in the manner authorized by FileNet from time to time, and will not attempt to access System data for which is has not been given authorization by FileNet. FileNet will not be responsible for any communication(s) sent to or by Recipient and Recipient will defend and hold FileNet harmless as to any claims, liability, damages, costs or expense including reasonable attorneys' fees arising out of or relating to any such communications or any violation of the terms of this paragraph. Furthermore, Recipient hereby represents and warrants that it will not use the System or Gateway in any manner which infringes or violates the rights of any third party, including copyrights, and rights of privacy.
- 2. Authorized Personnel Only.** Recipient shall allow access to or use of the Gateway only by those of its full-time employees who are specifically and duly authorized by Recipient and notified to FileNet, and who have a legitimate need for such access or use consistent with Section 1 above. Recipient shall be responsible for compliance by such personnel with the terms of this Agreement.
- 3. System Controls: No Privacy Interest.** FileNet shall own the intellectual property rights in the Gateway or the System. Recipient shall own the intellectual property rights in its proprietary communications and data stored in or sent or received through the Gateway or the System. FileNet may monitor and otherwise manage such communications and data in its discretion. Recipient will follow FileNet's instructions regarding access to and use of Gateway. FileNet may cancel or modify Recipient's access and use of Gateway in FileNet's discretion, with thirty (30) days prior written notice to Recipient.
- 4. Confidentiality.** The Gateway, System and FileNet's database are proprietary to FileNet. The communications, data and Recipient's database are proprietary to Recipient. Recipient and FileNet will not disclose, copy, distribute or otherwise use any information of the other party which it knows or has reason to know is confidential in nature and is marked confidential by the sending party ("Information") including Information of FileNet that Recipient receives or accesses through its use of the Gateway or Information either party receives or accesses through its use of the other party's database. This obligation will not apply to the extent a party first shows that the Information has been made publicly available or any obligation with respect to Information which can be demonstrated by either party to be already properly in its possession on a non-confidential basis from sources other than the party or its representatives, other than by acts by it or its representatives in violation of this Agreement, or Information which is received on a non-confidential basis from a third party; or Information was independently developed by the receiving party without the use of any of the other party's Information. Immediately upon either party's request, the other party will cease its access to the Information disclosed to it and (to the extent possible) return to the owner all Information remaining in its possession or control.
- 5. General.** This Agreement shall be governed by the laws of the State of California and shall be effective as of the earlier of the date set forth below and the date access to or use of the Gateway is available to Recipient. This Agreement and the rights hereunder may not be assigned or otherwise transferred by Recipient without FileNet's prior written consent. This Agreement may be terminated immediately, with or without cause, by either party by providing written notice of such termination to the other party hereto.

("Recipient")

Date: _____

By: _____
(Authorized Representative)

Print Name: _____

Title: _____