

IMonitor Soft products Exclusive Reseller Agreement

1. General

1.1. **YOURCOMPANYNAME** has been appointed as an iMonitor Certified Reseller. **YOURCOMPANYNAME** has been entitled to resell iMonitor Soft products (hereinafter Product or Software).

1.2. IMonitor is responsible for:

- A) Creating the Products for **YOURCOMPANYNAME** to resell.
- B) Providing technical support for the Products to **YOURCOMPANYNAME**

1.3. **YOURCOMPANYNAME** is responsible for:

- A) Marketing and selling our Products to your customers.
- B) **YOURCOMPANYNAME** will function as the **Exclusive reseller** of IMonitor Soft products in **YourTerritory**. **YOURCOMPANYNAME** will not have the right to sell and distribute IMonitor Soft Products via internet or other country.
- C) IMonitor authorize **YOURCOMPANYNAME** to appoint resellers in **YourTerritory**.

Software Licensing

2.1 Reseller is responsible to introduce the End User to the End User License Agreement. Reseller has rights to resell Software only to End Users who accept terms and conditions of the End User License Agreement.

3. Price Schedule

3.1 End User prices and Reseller discount for the Software product licenses are set in Appendix I.

3.2 You may offer services to your customers, using our Products. When offering these (e.g. consulting and training) services, you may state that you are a Certified Reseller, but you may not state that you are a Certified Consultant, or Certified Trainer, or that your courses are Certified Training Courses (or similar) as these rights will be administered separately under a future Partner Program.

4. Support

4.1 Reseller is responsible for providing customer service to the End User including technical support and consulting.

4.2 IMonitor has no responsibility to provide direct support to Reseller's Customers.

4.3 IMonitor will provide software support and technical backup to Reseller.

5. Payment and Terms

5.1 Exclusive reseller must pay IMonitor in advance. After the Reseller sells a license to its customer, IMonitor will provide Reseller the software and license code to its customer. Then the amount after discount will be subtracted from the prepayments from the Reseller pre-paid. Once the Reseller's pre-paid licenses is sold out, Reseller have to buy from IMonitor again. Also we will not refund with any pre-paid license once reseller have ordered our software.

5.2 Reseller has no rights for non-commercial distribution of the Software.

5.3 Reseller will not publish the coupon code on the internet.

5.4 Reseller can't sell iMonitor EAM with the price which is below our official website price.

5.5 iMonitor will not be liable to Reseller for losses of any kind due to the Reseller's customer's actions including, but not limited to, refunds to Reseller's customers, or customers bankruptcy.

5.6 Reseller shall be responsible for paying all taxes of any nature which become due with regard to iMonitors services, except for taxes on iMonitor's income, irrespective of which party may be responsible for reporting or collecting such taxes.

5.7 Reseller hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by iMonitor in the collection of any amount due it.

5.8 iMonitor must duly invoice reseller for all purchase orders it places.

6. Limitation of iMonitor's Liability

6.1 iMonitor's liability to Reseller is limited to the amount paid to and received by iMonitor for products not delivered.

6.2 iMonitor will not be liable to Reseller or any of its customers for losses or damages of any kind.

7 Reseller policy

7.1 Regardless of the type of License purchased by Reseller, Reseller must provide contact information for his customers to iMonitor which includes the following information:

- Customer company name
- Customer primary contact first and last names
- Customer e-mail address
- Customer phone number
- Customer physical address including country, state/province, postal code, city and street address

7.2 iMonitor will approve all sales. Sales that are later discovered as fraud, or which incur charge-backs will be charged to the Reseller.

7.3 Reseller may advertise in publications of general circulation.

7.4 Reseller agrees not to promote Software in any way that would be considered unsolicited, commonly referred to as SPAM. Reseller acknowledges that abuses may terminate this agreement.

7.5 The Reseller agrees not to misrepresent iMonitor or exaggerate in order to close a sale.

7.6 iMonitor has authored and agrees to allow Reseller to use advertising materials provided. iMonitor still retains all legal copyrights. Misuse of any portion of graphics, ad copy, articles and other materials outside of these terms or for any other reason unassociated to executing this Agreement is considered copyright infringement and will be legally prosecuted as such. The Reseller agrees to use materials only within these terms, specifically and exclusively for reselling the Software.

7.7 iMonitor may contact Reseller customers only for audit of Reseller Services.

7.8 iMonitor has no rights to make direct commercial offers to Reseller's Customers. iMonitor will have to forward any leads they receive from *YourTerritory* to **YOURCOMPANYNAME**

8. Termination

This Agreement shall run for one (1) year and shall automatically renew for a similar term thereafter unless otherwise agreed by parties. This Agreement may be terminated only by Reseller or iMonitor as provided below:

8.1 By Reseller: Reseller may terminate this Agreement at any time by notifying IMonitor in writing at least 6 months prior to the proposed date of Reseller's intent to cancel this Agreement. Reseller assumes responsibility for complete payment and discharge, on or before the terminal date, of all obligations, both to IMonitor and to other parties, incurred by Reseller and his customers.

8.2 By IMonitor: IMonitor may terminate this Agreement at any time upon 6 months notice. Termination will ensue if Reseller has failed to make timely payment of any monies owed to IMonitor, or has violated a provision of the Agreement and has been notified in writing of such default, and has failed to remedy such default with 30 days of giving such notice. However, if IMonitor discovers illegal or unethical practices, including undercutting IMonitors prices and/or "dumping" by Reseller, IMonitor may terminate this agreement immediately. IMonitor may modify any of the terms and conditions contained in this Agreement, at any time, at his sole discretion. By posting and/or emailing a change notice or a new agreement to the Reseller, and by the signing of all parties, hereto which modification shall become a part of this Agreement.

9. Applicable Law and Dispute Resolution

The legislation applicable to this present Agreement is Chinese legislation. Both parties undertake to perform this agreement in good faith, attempting to resolve any disputes that may arise between them concerning the application, development, compliance, interpretation and performance hereof by negotiation and mutual agreement.

RESELLER ACKNOWLEDGES HAVING READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. RESELLER UNDERSTANDS THAT IMONITOR MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) PURSUE SALES ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. RESELLER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF THIS AGREEMENT AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Signatures:

I understand and accept all terms and conditions of the Reseller Agreement.

IMonitor: **YOURCOMPANYNAME**

By: _____ By: _____

Name: Name:

Title: General Manager Title:

Date: Date:

Phone: Phone:

Fax: Fax:

Website: www.iMonitorSoft.com Website:

Appendix I: Pre-paid licenses and reseller discount

All prices in USD. Values indicated represent total to be invoiced by IMonitor to Resellers.

Pre-paid license	Price(USD)	Discounts	Exclusive Reseller
Pre-paid license 1:	0 USD	20%	NO
Pre-paid license 2:	2,000 USD	25%	NO
Pre-paid license 3:	10,000 USD	40%	NO
Pre-paid license 4:	25,000 USD	50%	YES

Note 1: If the balance of reseller's prepayments is less than 20% of pre-paid amount, reseller have to purchase again.

Note 2: The single payment amount, can not over 80% of pre-paid amount.

Note 3: iMonitor will not refund any pre-paid license once reseller have ordered.

Appendix II: Exclusive Territory Reseller

YOURCOMPANYNAME will function as the Exclusive reseller of IMonitor EAM software in **YourTerritory**
YOURCOMPANYNAME will not have the right to sell and distribute IMonitor EAM via internet or other country.