

IMonitor EAM Reseller Agreement

1. General

1.1. Once your application has been approved, you will be appointed as an IMonitor Certified Reseller. You will be entitled to resell IMonitor EAM Reseller (hereinafter Product or Software).

1.2. IMonitor is responsible for:

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

1.3. Reseller is responsible for:

- A) Marketing and selling our Products to your customers.
- B) Reseller will function as a reseller of IMonitor EAM software in the specific territory.
- C) Reseller will not have the right to sell and distribute IMonitor EAM via internet.

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 Reseller can buy bulk licenses by points (the total number of PCs to monitor) and 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 corresponding points will be subtracted from the total points from the Reseller pre-paid. Once the Reseller's pre-paid licenses is sold out, Reseller have to buy licenses 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.

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 United States 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.

Appendix I: License prices and reseller discount

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

Products	Total Points	Reseller Pre-paid Price	Min Selling Value*	Max Selling Value*
IMonitor EAM Professional	1000	8,000	30,000	100,000
IMonitor EAM Standard	1000	7,000	21,000	66,600

1000 pre-paid license is minimal purchase number and reseller can sell any number of license to end user.

Min Selling Value – Calculated based on 100 license per order.

Any order above 100 license (not including 100), reseller only need pay us 40% of total order (Price based on our official website price), these licenses will not be included pre-paid license.

Appendix II: Exclusive Territory Reseller

Please contact us if you want to sell our products exclusively in specific territory.

Appendix III: Official Price on our website

IMonitor EAM Professional Edition

Base License	Price(USD)
5 computers license - License to monitor up to 5 remote computers	\$499.95
10 computers license - License to monitor up to 10 remote computers	\$699.95
15 computers license - License to monitor up to 15 remote computers	\$899.95
25 computers license - License to monitor up to 25 remote computers	\$1199.95
50 computers license - License to monitor up to 50 remote computers	\$1799.95
100 computers license - License to monitor up to 100 remote computers	\$2999.95
200 computers license - License to monitor up to 200 remote computers	\$3899.95
300 computers license - License to monitor up to 300 remote computers	\$4499.95
400 computers license - License to monitor up to 400 remote computers	\$5499.95
500 computers license - License to monitor up to 500 remote computers	\$6499.95
1000 computers license - License to monitor up to 1000 remote computers	\$9999.95

IMonitor EAM Standard Edition

Base License	Price(USD)
3 computers license - License to monitor up to 3 remote computers	\$199.95
6 computers license - License to monitor up to 6 remote computers	\$349.95
12 computers license - License to monitor up to 12 remote computers	\$499.95
25 computers license - License to monitor up to 25 remote computers	\$799.95
50 computers license - License to monitor up to 50 remote computers	\$1299.95
75 computers license - License to monitor up to 75 remote computers	\$1699.95
100 computers license - License to monitor up to 100 remote computers	\$2099.95
150 computers license - License to monitor up to 150 remote computers	\$2799.95
200 computers license - License to monitor up to 200 remote computers	\$3499.95
300 computers license - License to monitor up to 300 remote computers	\$4399.95
400 computers license - License to monitor up to 400 remote computers	\$5199.95
500 computers license - License to monitor up to 500 remote computers	\$5999.95
1000 computers license - License to monitor up to 1000 remote computers	\$7999.95