

XPU and AADS Server Preferred Reseller Agreement And Application Form

Australian Networking Engineers Pty Ltd is proud to announce its reseller program for XPU and AADS Server. Accordingly we thank you for your interest in becoming a reseller for the product and ask that you take a few moments to read the requirements for resellers, complete the application form and if you agree with terms and conditions, sign the agreement.

Definitions:-

The Products - means XPU (XPU) & (AADS Server) software and any products manufactured or distributed by us.

ANE - means Australian Networking Engineers Pty Ltd the distributor

AADS - means , the manufacturer of XPU & AADS Server

Your appointment as a Preferred Reseller, Term of Agreement & Territory

We appoint you, and you accept your appointment, as a preferred reseller of the product/s and any other products so agreed in the "**Territory**" on the terms and conditions contained in this letter.

The Territory shall not be limited by geographical restrictions.

In performing this Agreement, You may use the names (XPU) & AADS Server in a manner consistent with our guidelines (to be provided) which signifies to the public your appointment as a non exclusive reseller.

You shall purchase and sell the Products in your own name and for your own account. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or agency relationship. The only relationship established by this Agreement and the reseller is that of vendor and purchaser.

Term shall be evergreen subject to the terms and conditions of this agreement and to the minimum sale quantities outlined in this agreement.

Volume requirements

Preferred reseller status is conditional that you use your best efforts to seek opportunities to promote the sale of the products.

Preferred reseller status is conditional that you as a reseller purchase a minimum of five licenses per calendar year. These can be a combination of the various licensed products offered for sale by ANE.

Reseller Agrees

Reseller agrees that it will abide by the licensing terms & conditions for the Products including for demonstration products, as stated by IPConsult.

Reseller shall not challenge any intellectual property associated with the product or assist any other entity to do so.

Reseller shall immediately bring to the attention of ANE any improper use of the product or violations of its industrial or commercial rights.

Reseller shall display the (XPU) preferred reseller logo on its website and to insert a link to the XPU Australia website.

Reseller acknowledges that the words XPU & AADS are trademarks or trade names of their respective owners Australian Networking Engineers Pty Ltd & AADS Server.

Reseller acknowledges that use of these names is granted by permission of ANE through this agreement.

Reseller shall comply at all times with the directions and regulations furnished to it by ANE or its assigns with respect to the use of its trademarks, trade names and or marketing material.

Reseller will not publish, cause to be published, encourage or approve any advertising or practice which might mislead or deceive the public or which might be detrimental to the good name, trademarks, trade names, goodwill or reputation of either ANE, AADS Server or its Products. Reseller agrees to discontinue any advertising or practice deemed by ANE or AADS Server to have such effect upon request.

Prices & Payment

The products will be supplied to the reseller in Australian dollars. Said prices will be quoted on a daily basis based on the daily cross currency rates and will include all foreign exchange costs and charges less the appropriate reseller discount.

Payment will be made by either direct credit to the nominated ANE account or by money tech or other payment method as may be advised by ANE from time to time.

Reseller agrees that all additional credit card costs and surcharges will be added to the original invoice.

Reseller agrees that payment for all goods shall be made in full prior to the goods being dispatched by ANE.

It is recommended that the reseller will add a margin of 30% to the price purchased from ANE.

ANE agrees not to make the products available for sale to the general public at prices less than the reseller is reasonably able to offer the same products for sale.

Technical Support

Reseller will be required to provide initial technical support to its own customers.

ANE agrees to provide limited technical support and advice to the reseller on technical issues related to the installation and operation of the products where the reseller is unable to resolve such issues.

ANE will only provide technical support where the products in question have been purchased directly from ANE.

Warranty

Limited warranty is provided by ANE on all of its products. Warranty shall not be provided where the performance of the Product/s is impeded by other software. Warranty will only be honoured where it is proven to the satisfaction of ANE that the software is defective.

ANE may choose to repair or replace any defective product at its own discretion.

Any warranty claim made by end user or reseller will be limited to the value of the defective product originally supplied by ANE.

Reseller shall not be entitled to withhold payment as substitute for an outstanding warranty claim.

Cancellation of Preferred Reseller Status

ANE may cancel the preferred reseller status in the event of either:-

- A / You breach of the terms and conditions outlined here
- B / You fail to meet the volume requirements in this agreement
- C / You file for bankruptcy or a receiver is appointed.

In the event that reseller status is cancelled you must cease to hold yourself out as a reseller, cease to display the trademarks and logos of the products, pay all outstanding monies.

Other terms & conditions

Nothing in this agreement shall negate any term or clause contained in ANE's general terms and conditions of trade. Where a contradiction is apparent the term or clause outlined in ANE general terms and conditions of trade shall prevail.

I/We accept the terms and conditions outlined in this document together with ANE general terms and conditions of trade.

Company Name>

ABN >

Street Address>

City>**Postcode**.....

Email Address for accounts>

Telephone Number>

Fax Number>

Website>

Authorised Signatory's Name>

Position in Company>

Date>

Signed >