

Colasoft Gold Reseller Program Terms and Conditions

To become a Colasoft Authorized Gold Reseller ("GOLD RESELLER"), you must agree to the following:

1. Purpose and Procedure:

GOLD RESELLER desires to provide Colasoft's product and service to certain customers; this product and service may include software delivery, *tier 1* customer support; Colasoft desires to supply software to GOLD RESELLER, and provide services and support to enable GOLD RESELLER to provide its customers with the above service.

2. Term and Termination:

This Agreement shall take effect on the date of the GOLD RESELLER's acceptance by Colasoft into the Colasoft Gold Reseller Program, and shall automatically renew without notice for successive terms of one (1) year, unless terminated as provided herein. Except as otherwise provided herein, either party shall have the right to terminate this Agreement at any time, without cause, upon giving ninety (90) days' written notice. Colasoft may, in its discretion, honor orders from GOLD RESELLER accepted by Colasoft and unfilled on the date of termination. On termination, GOLD RESELLER shall automatically deliver to Colasoft or its designated representative, at no cost to Colasoft or the designated representative, all records maintained in connection with Colasoft's business. On termination, GOLD RESELLER shall remove all signs or other evidence identifying GOLD RESELLER with Colasoft. Neither party shall be responsible to the other party for any costs or damages resulting directly and solely from the termination of this Agreement. In no event shall Colasoft be obligated to pay to GOLD RESELLER on termination of this Agreement any compensation, indemnification, termination payments or other like amounts unless specifically provided for in this Agreement, and GOLD RESELLER forever waives any claims or rights which it may have for any of these payments or like amounts.

3. Appointment:

Colasoft will appoint GOLD RESELLER as a non-exclusive member of the Colasoft Gold Reseller Program for the products (as defined in a separate agreement), services, and support listed in this Agreement. GOLD RESELLER is authorized to sell to end users only. GOLD RESELLER shall not sell, lease, license, export or otherwise dispose of any products or associated material to any person, firm, corporation, or governmental entity which GOLD RESELLER knows, or has reason to believe will export, resell, use or otherwise dispose of

the products or associated material in any country or territory where the disposition is prohibited or regulated by any law or regulation of GOLD RESELLER's country or other country without prior approval under law. Colasoft reserves the right to make any change to any product at any time or distribution of any product at any time without prior notice to GOLD RESELLER and without incurring any obligation to GOLD RESELLER.

4. GOLD RESELLER Qualification:

GOLD RESELLER must have experience selling computers, networking hardware or software, Internet products or services. All GOLD RESELLERS must have an appropriate local or national authorization to conduct business. GOLD RESELLERS must have a technical support or service department that can elementarily support end users.

5. GOLD RESELLER Benefits:

GOLD RESELLER is entitled to those benefits for a Colasoft GOLD RESELLER, as outlined in the 'Colasoft Gold Reseller Program'. GOLD RESELLER understands that these benefits may change from time to time, without prior notice, at the sole discretion of Colasoft.

6. GOLD RESELLER Status and Obligations:

GOLD RESELLER may resell the following Colasoft 'products' under this program: GOLD RESELLER may be authorized to resell such products under a separate Agreement. GOLD RESELLER shall offer end users after-sales support within a reasonable time period over the telephone or via email, depending on the nature of the end user's requirement. Colasoft, in turn, shall provide reasonable assistance to GOLD RESELLER whenever GOLD RESELLER is unable to solve end user's problems with the Colasoft products, as provided below. In accordance with its normal support policies, GOLD RESELLER shall provide end users with *tier 1* help in the use of Colasoft products. GOLD RESELLER agrees that high end user satisfaction is a condition of GOLD RESELLER's continued authorization by Colasoft. To assure high end user satisfaction, GOLD RESELLER agrees to: 1) report to Colasoft promptly all suspected and actual problems with any product; 2) conduct business in a manner that reflects professionalism at all times on the products, services, goodwill and reputation of Colasoft; 3) comply with all applicable laws and regulations in performing its duties with respect to the products and services and avoid deceptive, misleading, or unethical practices that may be detrimental to Colasoft or Colasoft products; 4) refrain from making any representations, warranties, or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the product that are inconsistent with the current literature distributed by Colasoft; and 5) provide all original software, manuals, and license agreements accompanying each product to end users.

7. Terms of Sale:

Prices are subject to change without prior notice. Colasoft terms are credit card (Visa, MasterCard/EuroCard, American Express, JCB and Diners Club) via online order system at the time of placing an order.

8. Software Upgrades and Updates:

Upgrades are major releases of software in which substantial enhancements and additions have been made to features, capabilities, etc. Licensed end users and GOLD RESELLER will be notified by email that an upgrade is available. Updates are minor maintenance releases of software. Licensed end users and GOLD RESELLER will not receive notice of updates, although update information will be published on Colasoft's Web site.

9. Return Policy:

All products sold by Colasoft carry a 30-day money back guarantee for products. Colasoft reserves the right to refuse any refund claim after thirty (30) days. Gold Reseller must provide the following information to Colasoft's Sales Department before a refund will be authorized: (a) Order number, (b) Date of order, and (c) Colasoft product ID.

10. Colasoft Technical Support:

Colasoft reserves the right to designate and periodically make changes to the operation of, and access to, support as necessary to improve support and comply with applicable laws, regulations, and tariffs. Colasoft technical support representatives will use their best efforts on all problem issues, but Colasoft makes no guarantee of problem resolution.

11. Confidentiality and Proprietary Information:

Information relating to the products and the terms, provisions and substance of this Agreement (proprietary information) shall be held in the strictest confidence, and GOLD RESELLER shall not use or disclose such information to third parties without the prior written consent of Colasoft. During the term of this Agreement, and thereafter, GOLD RESELLER agrees to use care (the same being not less than that employed by GOLD RESELLER to protect its own proprietary information) to safeguard proprietary information and to prevent the unauthorized use or disclosure thereof. GOLD RESELLER shall not be liable for disclosure or use of proprietary information provided in accordance with the terms set forth herein which:

- 1) Is approved for release in writing by Colasoft;
- 2) Is lawfully obtained by GOLD RESELLER from a third-party or parties not under any obligation to maintain the confidentiality thereof;
- 3) Is known by GOLD RESELLER prior to disclosure;
- 4) Is required by applicable law or regulations to be released;
- 5) Is independently developed by GOLD RESELLER, provided the person or persons developing the same have not had access to relevant proprietary information of Colasoft disclosed hereunder.

Colasoft shall

have, in addition to other legal remedies that may be available, the right to equitable and injunctive relief to prevent any such unauthorized use or disclosure. GOLD RESELLER'S obligations and Colasoft's rights under this paragraph shall survive any expiration or termination of this Agreement for any reason whatsoever.

12. Limitation of Liability:

Neither Colasoft nor anyone else who has been involved in the design, production, or delivery of the products or services that are the subject of this Agreement shall be liable for any direct, indirect, consequential or incidental damages (including damages for loss of profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the products, or provision of or failure to provide support, even if Colasoft or such other person has been advised of the possibility of such damages. In any event, the liability of Colasoft and its suppliers, whether negligence, breach of warranty, or otherwise, shall, in the aggregate, not exceed the amount paid to Colasoft hereunder for the particular product(s) or service(s) involved. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, GOLD RESELLER PURCHASES ALL PRODUCTS ON AN "AS IS" BASIS WITH NO WARRANTY FROM COLASOFT, WITH RESPECT TO ALL PRODUCTS SOLD OR LICENSED TO GOLD RESELLER, THERE ARE NO WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE.

13. General:

It is understood and agreed that this Agreement contains the entire understanding of the parties relating to the subject matter hereof, and that any representation, promise, or condition not contained herein shall not be binding on either party. This Agreement shall be governed by the laws of the People's Republic of China. This Agreement, and any rights or obligations hereunder, shall not be assigned or sub-licensed by GOLD RESELLER, without Colasoft's prior written consent. The parties to this Agreement are independent contractors. Neither party has the authority to bind the other or incur any obligations on behalf of the other party. The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provision.



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