

GILL INFORMATION TECHNOLOGY

Reseller agreement

Resellers

GILL INFORMATION TECHNOLOGY

Reseller Agreement

1999 – 2005 © Gill Information Technology
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Table of Contents

| | |
|----------------------------|---|
| Overview | 1 |
| Benefits | 1 |
| Requirements | 1 |
| Authorisation | 2 |
| Gill IT Reseller Agreement | 4 |
| Appendix A | 7 |

RESELLER AGREEMENT

Overview

Our reseller agreement is an essential to us and our customers. The agreement enables our products to reach a greater number of customers professional and efficiently.

We ensure our resellers provide all customers with accurate advice.

Once a reseller is authorised they are able purchase Gill IT products with a discount of 15%. This discount increases based on sales and value of transactions.

Gill IT reseller agreement is not restricted to any particular market however the following organisations are of particular interest:

- Integrators.
- Distributors.
- Software/Hardware outlets.
- On-line shops.

Benefits

Listed below are some of the benefits to resellers:

- 15% starting discount.
- No monthly order targets.
- Exclusive territories can be negotiated.
- Early notification of new products, betas and upgrades.
- Priority support and help with products and pricing.

Requirements

The Gill IT reseller agreement is designed to be mutually beneficial and to ensure all customers are treated professionally. All resellers and customers of Gill IT are crucial to the success of our business.

To enrol on our reseller agreement:

1. Review the Gill IT Reseller Agreement.
2. Complete and submit Gill IT Reseller Application form.
3. Purchase the refundable Gill IT 5 user reseller product license.
This is the registered reseller demonstration software; the cost of this initial purchase will be deducted from the first order you place.

If you have any questions about our reseller agreement please contact us at resellers@gillit.com and one of our representatives will contact you.

If we reject your application, you are welcome to reapply to the Agreement at any time.

RESELLER AGREEMENT

Authorisation

Once this agreement has been read, please sign it and then post it to Gill IT.

Gill IT

Name: Gill IT
Title: Director

Address:

Gill Information Technology,
PO Box 147,
Hounslow,
TW5 9YW.
United Kingdom
Phone +44 (0)-7958-496-568

Date:

Signature:

Reseller

Name:
Title:

Company name:
Address:

Date:

Signature:

RESELLER AGREEMENT

This agreement is only valid once authorised by Gill IT.

RESELLER AGREEMENT

Gill IT Reseller Agreement

This Software Reseller Agreement contains the terms and conditions that apply to an individual's or entity's participation in the Gill IT Reseller Agreement (the "Agreement"). As used in this Agreement, "we" means Gill IT, and "Reseller" means the applicant. You must agree to these provisions to be accepted as a Reseller.

1. Relationship to parties:

This Agreement does not constitute Reseller as Agent, legal representative, joint venture, employee or servant of Gill IT for any purpose whatsoever; and it is deemed understood between parties that Reseller shall be an independent contractor and is in no way authorised to make any license, contract, agreement, warranty or representation on behalf of Gill IT, or to create any obligations expressed or inspired on behalf of Gill IT beyond the regular sales of Software.

2. Limitation of Liability

Under no circumstances shall Gill IT be liable for any act, omission, debt or other obligation of Reseller. Reseller shall indemnify and hold Gill IT harmless against any such claim and the cost of defending such claims arising directly or indirectly in connection with reseller's operation of the Reseller program. Gill IT shall not be liable for indirect, special or consequential damages, or any loss of revenue, profits arising in connection with this Agreement, even if Gill IT has been advised of the possibility of such loss. Further, the aggregate liability arising with respect to this Agreement will not exceed the total Reseller fees paid or payable under this Agreement. Gill IT shall likewise hold Reseller harmless against any such claim and the cost of defending such claims arising directly or indirectly in connection with Gill IT's breach of this Agreement.

3. Licensing and Tampering:

- a. Gill IT's Software (including licenses for the software) are protected by copyright law and international treaties. Reseller may not alter, merge, modify, or adapt Software in any way including reverse engineering, disassembling or decompiling. Unauthorized reproduction or distribution of Software, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
- b. Reseller shall not knowingly sell Software to Clients that violate the Software license agreement. For example, reseller shall not sell a Single User License to a client for use on more than one computer. Gill IT's License Agreements may be viewed by the links provided on each product page.

4. Software Distribution

As a reseller you may redistribute the Gill IT reseller software products to any customer within the United Kingdom or to any other country to which computer software can legally be exported.

5. Improper Business Practices

We reserve the right to terminate a Reseller account at any time with immediate effect if it's found that Reseller is exercising any of the Improper Business Practices. Improper activities include, but are not limited to:

Linking to Gill IT.com from sites that contain sexually explicit or any indecent, obscene or clearly offensive material, promote any illegal activity or promote violence.
Providing customers with insufficient or misleading information about business, products, trademarks or copyrights. Any other method of promotion which, in our judgment, is likely to bring Gill IT into disrepute.

RESELLER AGREEMENT

6. Order Processing

Orders must be placed on-line. Gill IT will be responsible for all aspects of product fulfilment. Products will be shipped upon receipt of order. Gill IT e-mails/posts the registered product. Please include the customers e-mail and address with each order.

7. Pricing

The discounted cost of our products to Reseller is based on the volume of sales you generate. The current pricing discount begins at 15% and increases based on sales and performance. We reserve the right to adjust our prices, although we will not do so without giving prior notice. No invoice, receipt or pricing information on orders Reseller places will be communicated to the third party for whom you are ordering the products.

8. Policies and Pricing

Customers who buy products through this Reseller Agreement will be deemed to be customers of Gill IT. Accordingly, all Gill IT rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. Product prices may vary from time to time. You must collect and pay any applicable sales or use tax to the taxing authority on all sales.

9. Terms of the Agreements

The terms of this Agreement will begin upon our acceptance of Reseller application and will end when terminated by either party. Either Reseller or Gill IT may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination.

This Agreement may be terminated only by the Reseller or by Gill IT as provided below:

- a. Reseller may terminate this Agreement at any time by notifying Gill IT in writing at least 30 days prior to the proposed terminal 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 Gill IT and to other parties, incurred by Reseller.
- b. Gill IT may terminate this Agreement at any time upon 30 days notice. Termination will ensue if Reseller has failed to make timely payment of any such monies owing to Gill IT 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.
- c. Gill IT (due to change of distribution method) may distribute products through a secondary distributor(s), affiliate program or other methods at any time. The purpose of the distributor(s) will be to handle technical support and distribute our products to resellers. Upon such an arrangement, Reseller will be notified if the additions or changes affect this Reseller Agreement.

10. Non-competition clause

In the event the reseller and Gill IT enter into negotiations with the same party, Gill IT's negotiations/agreements will prevail.

11. Covenants:

- a. Reseller agrees that during the term of the Agreement and for a period of two years after expiration or termination of this Agreement, regardless of the cause of termination, Reseller shall not divert or attempt to divert any business of, or any former or existing customers of Gill

RESELLER AGREEMENT

IT to any competitor of Gill IT, by direct or indirect inducement, or otherwise regardless of geographic location.

- b. Gill IT agrees not to intentionally solicit any business from any customer of Reseller with whom Gill IT is placed into contact with by Reseller during the term of the Agreement and for a period of one year after expiration or termination of this Agreement with the following exceptions that will not be considered a breach of this Agreement: (1) Any customer of Reseller may respond to any form of advertising by Gill IT and order product(s) from Gill IT as long as Gill IT is not directly targeting Reseller, (2) any customer of Reseller may order product(s) from Gill IT that are not offered by Reseller and (3) any former customer of Gill IT shall have the right to order directly from Gill IT.

12. Disclaimers

We make no express or implied warranties or representations with respect to the Agreement or any products sold through the Agreement (including, without limitation, warranties of fitness, merchantability, or any implied warranties arising out of a course of performance, dealing, or trade usage), except those specifically provided in the End User License Agreement.

13. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMERS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AGREEMENT AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

14. Miscellaneous

The laws of the United Kingdom govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts located in London, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

RESELLER AGREEMENT

Appendix A

Resellers may resell the following products:

Auto Shutdown XP Professional 2005
Auto Shutdown XP Professional 2005 Education

Wake On LAN Manager Professional 2005
Wake On LAN Manager Professional 2005 Educational

User Notes