# Wholesale / Resellers Agreement

This agreement sets out terms for all HAL Systems RESELLERS. “RESELLERS” are deﬁned as those agents whose active eﬀorts sell HAL Systems products and who participate in the deﬁned RESELLER plan.

# RESELLER PLAN

The RESELLER agrees to actively represent on a non-exclusive basis one or more HAL Systems products or services, to be selected by the RESELLER organization.

# TECHNICAL & SALES SUPPORT

HAL Systems will provide sales support such as software demonstrations, conference calls, Webinar presentations or training, technical recommendations, and software customizations as required enabling the software reseller’s sales eﬀorts. Post-Sale HAL Systems will provide customer technical support as defined in the HAL Systems Annual Support and Maintenance Specification for those companies that contract for this service with HAL Systems.

# RECORDS

The RESELLER is to provide HAL Systems with customer information at the time of lead identification by submitting the Lead Registration Form to sales@halsystems.com. Once the lead is accepted by HAL Systems, HAL Systems will provide support for that sales opportunity exclusively to the RESELLER.

# COMMISSIONS

HAL Systems will pay commissions in accordance with the RESLLER Commission schedule as provided in HAL Systems Reseller Commission Schedule. HAL Systems reserves the right to modify the schedule with 30 days written notice.

# MODIFICATIONS AND USE

Unless the written consent of HAL Systems is obtained, the RESELLER cannot modify or change the product in any way or use the product in a manner that will have a negative impact on the active marketing of the product and subsequent sales to consumers.

# GUARANTEES

HAL Systems guarantees that it is the only proprietor of rights, titles and interest in the product(s) including any intellectual property interests. HAL Systems guarantees that the RESELLER’s actions under this contract do not break the intellectual property rights of any third party. HAL Systems guarantees that it has the right and power to enter the contract and that there are no conﬂicting agreements with any party.

In the event any third party claims the products or services as furnished by HAL Systems infringes on a patent or copyright, HAL Systems will indemnify RESELLER against that claim at HAL Systems’ expense. If an infringement claim is made, or appears likely, HAL Systems will, at its own expense: a) modify or replace the products or services so they no longer infringe, or, b) obtain the necessary rights to continue to use the products or services. If HAL Systems concludes that neither of these alternatives is reasonably available, HAL Systems may withdraw the product or service and provide a refund to the end user for the unused portion of the product or service.

# COMPLIANCE WITH APPLICABLE LAWS

The range of services provided to the RESELLER by HAL Systems may only take advantage of applicable laws, statutes, regulations and roles strictly for lawful purposes. Any transmission, theft, procurement of, communication, alteration, publication, or storage of information, protected material/property, data, or material in violation of any Nation al law of any sovereign nation, or of International Law, is strictly forbidden.

This includes, but is not limited to any, material, data, matter, software of software source code, or intellectual property right, trade secret, or any other statutes. It is unlawful and a speciﬁc violation of this Agreement to deliberately communicate, transmit in any manner, means or medium, any unsolicited information or material to individual or groups of individuals (that is: spamming) from the RESELLER. It is also a violation of the contract to use such methods to promote a product. This prohibition speciﬁcally includes, but is not limited to unsolicited commercial e-mail. Any such action will cause the immediate termination of the RESELLER agreement.

# TERMINATION

This agreement may be terminated by HAL Systems at any time providing 14 days written notice to the RESELLER. HAL Systems is responsible for the fulﬁllment of any orders made during this period. The RESELLER may terminate the agreement with HAL Systems at any time for any reason. The RESELLER is responsible for payments on products that were sold up to the termination date. The RESELLER stops accepting and processing orders for HAL Systems products on the date of termination.

# NOTICE

Any possible communication related to this AGREEMENT is considered suﬃcient in written form and sent by registered mail or hand delivered and signed for to the other party at the address speciﬁed below. Until further notice, all notices will be addressed as follows:

# HAL Systems 1171 Regency Dr

**Greensboro GA 30642**

HAL Systems reserves the right to change the terms of this RESELLER AGREEMENT, including items in Appendix A as it may deem necessary.

The RESELLER hereby agrees to participate in HAL Systems Reseller Plan and Agreement as detailed in this agreement and its appendices:

1. I have read, understand, and do hereby accept the terms and conditions of this agreement.
2. As a RESELLER of HAL Systems software, I agree to make ethical and accurate representation of HAL Systems’

software and their associated services.

Company Name……………………………………………………………………………………………………………………………………………………................... Address…………………………………………………………………………………………………………………………………………………………………………………..

Authorized Agent(s)………………………………………………………………………………………………………………………………………………………………..

(Name and Title)

…………………………………………….………………………………………………………………………………………………………………….. (Name and Title)

Phone ( )………..…………………………………………… Fax ( )……………………………………………………………... Mobile ( )……………………………………………………. Email ……..………………………………………………….…………. Signature of Agent (s)………………………………………………………………….. Date: ...............…………………….………………………………..

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HAL Systems’s ……………………………………………………………………………………………………………………………………...

(Name and Title)

Signature of HAL Systems’s………..…………………………..………………….. Date: ……………………………………..……………………………….