



Mainpine, Inc. Reseller Agreement for Alt-N Technologies Partners



Mainpine, Inc. Reseller Agreement

This Agreement is made by and between Mainpine, Inc., hereinafter referred to as "Supplier", and "Reseller", identified on the signature page hereof. The parties hereby agree as follows:

APPOINTMENT - Supplier hereby appoints Reseller as an authorized non-exclusive distributor and licensee of Supplier's Product, subject to the terms and conditions described herein, and Reseller hereby accepts the appointment. This appointment is non-transferable. Reseller is an independent contractor and shall not be considered an agent or employee of Supplier.

1. LICENSED PRODUCT - The Product licensed for resale hereunder consists of all products in the current version of Supplier's catalog, with the exception of any products prohibited from resale by other manufacturers, or other exceptions attached in writing hereto. Products may be resold only as specified in the catalog, such that bundled items may not be sold separately. Supplier shall have the right to change the catalog at any time. Reseller shall not modify the retail package or its contents in any way. Reseller may package Product in a bundle with other products to maximize sales of Product.

2. RESELLER LOYALTY - Reseller shall: diligently promote, sell, and support Product in accordance with Supplier's business goals; represent Product and Supplier in a highly ethical and accurate manner; not engage in price "gouging" or price "wars" in order to take market share from other Product resellers; inform Supplier of competitive products and activities in Reseller's territory; protect Supplier's business plans and other confidential information from disclosure to competitors; not develop or manufacture any product that competes against Supplier's Product; not copy, reverse engineer, decompile, disassemble, decrypt, nor modify the Product in whole or part; not recruit Supplier employees or ex-employees. Reseller is not entitled to sell competing products during the term of this Agreement.

3. ANNUAL VOLUME COMMITMENT - Supplier and Reseller shall agree on an Annual Volume Commitment and the Reseller shall benefit from the standard discount off list price, as shown in the current catalog. Supplier shall review Annual Volume Commitment on a Quarterly basis. Supplier is hereby entitled to limit Reseller's territory, customer base, discounts, or privileges, if the Annual Volume Commitment is not achieved.

4. TERRITORY - Reseller is hereby granted the right to resell Product in the USA and Canada.

5. CUSTOMER BASE - Reseller is hereby granted the right to resell Product to all prospective customers, except as identified in a written attachment hereto. Reseller shall have the right to quote and sell special OEM or private-label versions of Product in accordance with Supplier capability and business objectives. Reseller shall

provide Product customer contact database to Supplier quarterly.

6. PRICES - Reseller is hereby entitled to buy Product at a discount off the retail prices as shown in the current catalog, or as may be separately negotiated.

7. ORDERS - Reseller shall via email, place an order at least 10 working days in advance of expected ship date. Order shall show desired method of shipment if not Supplier's customary carrier. Supplier shall notify Reseller of any expected delay in delivery. Reseller shall order and keep on hand sufficient Product to supply customer demand.

8. PAYMENT - Unless otherwise agreed in writing, Reseller shall via credit card, money order, check, or bank wire transfer, pay for the Product plus shipping, handling, and banking costs before shipment occurs. Payment of customs duties and taxes shall be the responsibility of Reseller. On orders larger than \$10,000 US Dollars, Reseller shall, if requested by Supplier, pay one-half before the order is accepted for preparation. Bank wire transfers shall be made to the following account:

Bank: Bank of America

Address: 29778 SW Town Center Loop West, Wilsonville, OR 97070 USA

Account Name: Mainpine, Inc.

Account Number: 004541325787

Account Routing: 323070380

9. DELIVERY - Supplier shall deliver Product using the carrier specified in the order, or Supplier's customary carrier. Supplier shall minimize delivery costs while providing timely delivery. Supplier shall endeavour to ship the entire order within 5 working days.

10. RETURNS - Reseller shall return Product only if it is has been agreed by Supplier as defective, as follows. Reseller shall email Supplier Support a support case form describing the problem. If Supplier deems the Product to be defective, Reseller shall email an RMA request form; Supplier shall then email a Return Material Authorization (RMA) number to Reseller. Reseller shall clearly label the RMA number on the package prior to returning it. Returned Product shall consist of the entire Product, including accessories and documentation. Reseller's account shall be credited one replacement Product for each defective Product returned. Reseller's account shall be debited for 25% of the purchase price for replacing missing items or repairing out-of-warranty damage.

11. WARRANTY - Supplier offers a 30-day money back guarantee. If for any reason, Reseller is unhappy with a purchase, Product can be returned in its original

condition, within 30 days, and Supplier will issue a full refund for the price paid for the item, excluding shipping costs. Supplier hereby warrants hardware products to be free of manufacturing defects for 3 years to end user customers, or 39 months to Reseller. Supplier makes no other warranty. Supplier specifically does not warrant: software; damage due to neglect, abuse, misuse, or attempted repairs. Supplier denies liability for incidental, special or consequential damages resulting from the sale or use of Product. The foregoing warranties are in lieu of all other warranties express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

12. Supplier SUPPORT - Supplier shall provide technical training, marketing materials, technical support on Product, and timely response to Reseller. Reseller shall pay any extraordinary associated costs. Otherwise, Supplier shall provide the support free of charge.

13. Reseller SUPPORT - Reseller shall provide technical training, marketing materials, and technical support on Product to its customers, as necessary to ensure good customer relations. Reseller shall stock sufficient Product replacement parts, provide qualified staff, and make warranty replacements, minor repairs, refurbishment, and upgrades to Product for its customers, unless specifically prohibited in writing by Supplier. Reseller shall maintain support records and provide copies to Supplier quarterly.

14. TRADE MARKS AND COPYRIGHTS - Supplier hereby grants Reseller license to use Supplier trade marks, including logo, name, and Product names, in Reseller's promotional material only when such marks are used to identify the actual Product or to identify Supplier as the provider of the corresponding Product. Reseller shall not obscure Supplier's trademarks in any way. Reseller shall take reasonable steps to ensure that the applicable end-user license and warranty statements accompany the shipment of Product to customers by Reseller. Reseller shall not alter or remove any copyright notices or other proprietary notices on or in Product or other materials supplied by Supplier.

15. INDEMNIFICATION - In the event a party hereto is sued for misrepresentation of Product features or for copyright or trademark infringement caused by its own actions, that party shall indemnify and hold the other party harmless from the suit and any resulting judgments.

16. TERM - This Agreement shall endure for one year after the date of execution by both parties, and it shall be automatically renewed for annual periods unless one party notifies the other within 30 days prior to the termination date of an intent not to renew. Either party may terminate this Agreement at any time effective upon delivery to the other party of written notice in the event of insolvency, bankruptcy as and when due, assignment by

the other party for the benefit of creditors, or appointment of a receiver for all or a substantial part of the other party's business or property. Either party may terminate this Agreement in the event of unjustified material breach by the other party that has gone without remedy for 30 days or more after written notice by the offended party. No breach of any provision of this Agreement shall relieve either party of the obligation to abide by any and all of the other provisions except as otherwise specified herein. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.

17. FORCE MAJEURE - Neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party.

18. NOTICES - Supplier and Reseller shall send all notices to each other to the respective addresses printed at the end of the main body of this Agreement, or to any other address previously stipulated in writing.

19. WHOLE AGREEMENT - Each party acknowledges having read and understood this Agreement, and agrees that it constitutes the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior offers, negotiations, understandings, and agreements. No additional or different terms or conditions, or modifications to this Agreement, whether material or immaterial shall become a part of the Agreement unless expressed in writing and signed by authorized representatives of both Supplier and Reseller.

20. GOVERNING LAW - This Agreement shall be governed by, construed, and interpreted in accordance with the substantive laws of Oregon, without regard to conflict of law principles. The parties will initiate any dispute resolution proceeding in such designated state and irrevocably consent to exclusive personal jurisdiction therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

21. TIME LIMIT - Any claim arising out of or relating to this Agreement shall be initiated in a tribunal of competent jurisdiction within 1 year after the claim arose, or be barred.

EXECUTION: ACCEPTED AND AGREED TO BY THE FOLLOWING SIGNATORIES

For:	Supplier	Reseller
Company	Mainpine, Inc.	
Type	United States Corporation	
Phone	+1 971 223 3684	
Fax	+1 971 223 4095	
Address	9450 SW Commerce Circle, Suite 401	
City	Wilsonville	
County/State	Oregon	
Post Code/Zip	97070	
Country	United States of America	
Printed Name	Lloyd Johnson	
Title	President	
Date		
Signature		