



SysKit - Reseller and Partner Agreement

You acknowledge that the terms and conditions of the agreement are subject to change without notice, and are effective on the date they are posted. For this reason, we strongly encourage you to revisit this page periodically to review any changes to these terms. **Last updated: August, 2017.**

In consideration of the payments, representations, warranties, covenants, terms, and conditions contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, SysKit, Ltd., a Republic of Croatia Limited Liability Company (hereinafter, "SysKit"), and the persons or entities accepting this agreement (collectively referred to as "Reseller" or "Partner", "you") enter into this Reseller and Partner Agreement (the "Agreement") and agree as follows:

1 Definitions

1.1 Reseller

Individual or a Company that doesn't have the product knowledge to engage customers but can proactively resell products or services owned or provided by SysKit for a profit or commission. One of the primary advantages of being a reseller is that, they can resell the software and (or) services by adding a layer of profit margin before reselling the product to the end users, the privilege to decide the cost at which they intend to resell to their customer(s). Resellers are a proxy between SysKit and the end user, helping to simplify the purchasing process.

1.2 Partner

Individual or a company that proactively sells and offers other services such as promoting products or services of the SysKit using marketing techniques, technical knowledge of the products or services required, to provide customers with first-line sales and technical support of SysKit products. Benefits enjoyed by SysKit Partners Program: marketing materials, recognition as a Partner on SysKit websites, bigger discounts, training sessions, free pre-sales/technical support and regular Partner Newsletters with all ongoing and upcoming updates.

1.3 Reseller and Partner Program Overview

1.3.1 Reseller Program

1.3.1.1 Benefits

- ▶ Designed for resellers who focus primarily on software licensing sales to commercial, government, and education customer and other entities with special purchasing requirements, helping End User with acquiring and SysKit with selling SysKit products.
- ▶ Ideal for an individual or company that doesn't have the adequate product knowledge and would like to serve as a proxy between SysKit and End User.
- ▶ Resellers can resell the SysKit Products by adding a layer of profit margin before reselling the product to the end users.
- ▶ Up to 20% recurring commissions.
- ▶ Marketing material support.



- ▷ Recognition as a Reseller on SysKit website.

1.3.1.2 Requirements Summary

- ▷ Sign Partner agreement.
- ▷ Minimum seats sold per year.
- ▷ Recognition on your website.

1.3.2 Partner Program

1.3.2.1 Benefits

- ▷ Sales and product training session for your team.
- ▷ Pre-Sales and Technical Support.
- ▷ Up to 25% recurring commissions
- ▷ Impactful marketing materials, presentations, and documents to hand out to potential customers.
- ▷ Dedicated Partner manager.
- ▷ Recognition as a Partner on our web site.

1.3.2.2 Requirements Summary

- ▷ Sign Partner agreement.
- ▷ Technical knowledge of the products.
- ▷ Required to provide customers with first-line sales and technical support of SysKit products.
- ▷ Provide instructor-led training on SysKit products.

Each potential application will be reviewed by our partner team, and each prospective partner will be contacted with the final decision (approval or rejection to join the partner program) as well as with further instructions on how to proceed with the partnership.

2 Authorization

- 2.1. SysKit authorizes and grants Reseller and Partner authority to sell SysKit Products in accordance with and subject to the terms of this Agreement. Reseller's or Partner's authorization is based on Reseller's or Partner's compliance with this Agreement. References in this Agreement to "Products" mean any of the SysKit products listed and described on SysKit's website, any such Product in object code format designed by SysKit, and any updates, patches, modifications, new versions and new related products that SysKit makes available to Reseller and (or) Partner in SysKit's sole discretion.
- 2.2. Reseller and (or) Partner shall at all times during the period of such designation adhere to the terms, conditions, rules and regulations contained herein, and Reseller and (or) Partner shall be solely responsible for all its acts and omissions in the course of acting as a Reseller and (or) Partner for SysKit Products.
- 2.3. Reseller and (or) Partner represents and warrants to SysKit that no relevant agency has suspended, revoked or denied Reseller's or Partner's export and (or) import privileges.
- 2.4. In order to resell Software under the SysKit Reseller and Partner Program, Reseller and (or) Partner must first agree to the Agreement, by clicking to accept where this option is made available to you on SysKit website.



3 Terms

This Agreement shall commence on the date that this Agreement is accepted by Reseller and (or) Partner and approved by SysKit, and shall terminate in accordance with paragraph [Termination](#) of this Agreement.

4 Purchase Price of Products

From time to time SysKit will quote prices for Products that it produces. Any import or export tariffs or other importation costs shall be borne by Reseller and (or) Partner. Reseller and (or) Partner shall comply with all Croatia export control regulations, licensing or other requirements that are applicable.

5 Reseller and (or) Partner Discount

5.1 Resale Price

Although SysKit may publish suggested retail prices for its Products, Reseller and (or) Partner are free to establish their own resale prices.

5.2 Price Changes

SysKit may at any time change SysKit Product pricing without notice or liability, any previously quoted or agreed upon prices will be honored.

5.3 Discount Terms

Reseller and (or) Partner discounts are conditional and subject to change, without prior notice to Resellers and (or) Partners. In order to receive any discount, Reseller and (or) Partner agrees to adhere to any and all conditions contained in this Agreement, and Reseller and (or) Partner understands that discounts *will not be given on purchases already transacted*. The discounts described herein, are contingent upon (a) quote from SysKit (b) a formal notice of acceptance within the time frame specified within each quote. Expired quotes will not be honored.

5.4 Discount Amounts

SysKit offers the following Reseller and (or) Partner discounts for items sold to End Users:

- ▶ Reseller Bronze – 5% off website or current price. This discount is immediately granted to new Resellers upon SysKit's acceptance and approval of Reseller, and is contingent upon submission of all applicable forms, including acknowledgement of this agreement.
- ▶ Reseller Silver – 10% off website or current price. Occurs automatically on the second purchase.
- ▶ Reseller Gold – 20% off website or current price. After accumulating \$50,000 USD in a fiscal year, a Reseller will be eligible to receive a 20% discount. To continue receiving the Partner discount, the Partner must maintain a minimum of \$60,000 USD in accumulated sales over a two-year period.



- ▶ Partner Premium – 25% of website or current price provided in an official quote. To become a partner, the potential company should be approved by the SysKit Partner team.

5.5 Internal Usage

Reseller and (or) Partner Discounts do not apply on purchases that are for the use of the Reseller and (or) Partner. In those cases, Reseller and (or) Partner will be treated as a customer of SysKit.

5.6 Reseller and (or) Partner Status

If after two years, partner has not accumulated \$60,000 USD in total sales, Reseller Gold will be reverted to Reseller Silver.

5.7 Reseller or Partner Termination

If Reseller does not make any sales in a one-year period, Reseller will automatically be terminated from the Reseller and (or) Partner Program.

5.8 Exception of Discount

In case a Partner and (or) Reseller doesn't provide an opportunity himself and SysKit has proof of converting a lead to sales internally, SysKit reserves the right to withhold the Partner and (or) Reseller discount or provide the set discount under the restricted conditions (reduced rate).

5.9 Discount Terms

Partner or Reseller discounts cannot be combined with other promotions or other discounting SysKit may offer to its users. Different conditions of purchasing are applied to the end user individually as opposed to the Partner or Reseller purchasing for the end user. The discounts and offers offered to Partners or Resellers are independent from the offers that were offered to the end users individually and vice versa.



6 Terms and Conditions of Purchase

6.1 Orders Fulfillment

Orders are fulfilled in two ways, (1) through online website store (payment vendor) or (2) directly through SysKit. SysKit may, in its sole discretion, (a) fulfill Product orders from Reseller and (or) Partner or (b) extend credit to Reseller and (or) Partner in the form of a purchase order.

6.2 Purchase orders

All purchase orders are considered binding and must include the following information:

- ▶ Reseller and (or) Partner address and PO number, VAT ID if applicable, End User first and last name, end-user company address and email, Product quantity, Edition, Type, and quoted price.
- ▶ All purchase orders must be signed by the appropriate personnel to be executed for fulfillment.
- ▶ If for any reason, a purchase order must be modified, a new purchase order must be submitted. Modified purchase orders or addendums will not be accepted.
- ▶ SysKit reserves the right to deny a purchase order for amounts less than \$500 USD. In these cases, Reseller and (or) Partner will be referred to online payment vendor for processing.

6.3 Payment terms on Invoices

Terms of payment to SysKit are net thirty (30) days from receipt of invoice. If the entire purchase price of any Product purchased by or through Reseller and (or) Partner is not paid within thirty (30) days of download the temporary authorization will expire and the software will cease to function. Reseller and (or) Partner discounts will be suspended until payment is made, unless prior written approval is obtained. All payments to SysKit must be free of any withholding tax or any currency control or other restrictions at the address provided by SysKit.

6.4 Taxing

SysKit's quoted prices do not include any national, state or local sales, use, value-added or other taxes, levies or government assessments, whether due at the time of a sale or later imposed ("Taxes"). In addition to the purchase price of a Product, Reseller and (or) Partner shall be solely responsible for the payment of any and all Taxes relating to this Agreement, distribution of Product to Reseller and (or) Partner (or End Users) or the sale, use, possession or distribution of Product by Reseller and (or) Partner (or End Users). Should any Taxes become due, Reseller and (or) Partner shall pay such Taxes and indemnify SysKit against any claim for such amount. To the extent, if any, that SysKit makes payment of any applicable tax, duty, levy or government assessment, Reseller and (or) Partner shall promptly reimburse SysKit for that payment. Reseller and (or) Partner is not responsible for any business income Taxes that SysKit is required to pay under Croatian Tax law.

6.5 Refunds

SysKit grants a no risk guarantee to all End Users. Refunds must be requested within thirty (30) days of purchase. Outside the thirty days, SysKit will consider refunds on a case by case basis.



6.5.1 Security Interest

Reseller and (or) Partner grants SysKit a purchase money security interest in all Products licensed to Reseller/Partner, all physical media on which Products are located, and all rights licensed to Reseller and (or) Partner pursuant to this Agreement in the amount of the total purchase price. Reseller and (or) Partner also grants SysKit a security interest in Reseller's and (or) Partner's address list of the End Users to secure Reseller's (and) or Partner's payment, indemnification, and other obligations under this Agreement. To secure its rights, SysKit may file one or more actions as allowed by law, or make such other filings as SysKit deems appropriate. Reseller and (or) Partner shall cooperate with SysKit with respect to all such filings, including but not limited to any filing or any other action deemed necessary for registration or otherwise deemed necessary or desirable by SysKit in order to perfect SysKit's security interest. In the event of Reseller's and (or) Partner's default under this Agreement, SysKit may exercise all rights and remedies provided by law or in equity, including foreclosing its security interests and exercising other rights provided under the law.

6.6 Trial Software

Reseller and (or) Partner may request an evaluation period mutually agreeable between Reseller and SysKit. End users are granted (30) thirty-day evaluation from the time the software is installed, during which period an End User may try out a Product at no charge. Requests for extending a "trial software" period, will be considered on a case by case basis.

6.7 Records

Reseller and (or) Partner agrees to maintain complete and accurate records (in accordance with generally accepted accounting principles) relating to its activities under the Agreement and to retain such records for two years after termination of the Agreement. At SysKit's request, Reseller and (or) Partner will report to SysKit regarding its activities for the preceding month. Included in these reports shall be the number of copies of Extended Trial Software received by Reseller and (or) Partner and the Reseller and (or) Partner Locations to which copies thereof have been sent. In addition, Reseller and (or) Partner shall promptly supply SysKit with copies of information and documentation relating to Reseller's and (or) Partner's activities hereunder as reasonably requested by SysKit. SysKit shall have the right during the term of the Agreement and for two years thereafter, at any time upon ten (10) days' notice, to cause an audit and/or inspection to be made of Reseller's and (or) Partner's records and premises in order to verify reports submitted by Reseller and (or) Partner compliance with the terms of the Agreement. Any such audit shall be conducted by SysKit's internal auditor or an independent auditor selected by SysKit.

6.8 Support and Upgrade Protection (Software Assurance)

From time to time, SysKit releases minor and major upgrades to fix bugs, enhance products, or add new features. End Users who do not have active Support and Upgrade Protection Option (Software Assurance) are not entitled to product releases or customer support service. End Users may choose to purchase at a later time, but in that case a new license should be purchased.

- ▶ Support and Upgrade Protection (Software Assurance) is a recurring and a renewable fee.
- ▶ Resellers and (or) Partners agrees to offer Support and Upgrade Protection (Software Assurance) to customers at the time of purchasing SysKit products, and agrees to maintain renewals in accordance with reminders sent by SysKit.



- ▷ All renewals are treated with a Silver discount (10%) regardless of the Partner/Reseller type.

6.9 End User Warranty

SysKit only warrants the SysKit Software to End Users and pursuant to the terms of the applicable End User License Agreement. If Reseller's and (or) Partner's End User have a warranty claim with respect to SysKit Software, Reseller and (or) Partner will provide commercially reasonable assistance in making such claim to SysKit, in an expedient manner, not to exceed one business day.

- ▷ By using an Update, you voluntarily terminate your right to use any previous version of the Software.
- ▷ Warranty for Trials or Extended Trial Software. No Software Assurance is provided.
- ▷ Notice of new releases. New releases are communicated on our online website, and in newsletters.
- ▷ End users may download the new releases by accessing their account via the "customer portal" and selecting the tab marked download.

6.10 Product Discontinuity

SysKit reserves the right to discontinue any Product(s) at any time, without notice to Reseller and (or) Partner.

6.11 Product Changes

SysKit reserves the right to make changes and modifications in specifications, construction, or design of the Products, or any of them, at any time, and any Products so modified shall be accepted by Reseller and (or) Partner as standard construction in fulfillment of existing orders. SysKit shall not be required to retrofit any Product previously delivered to Reseller and (or) Partner with any modifications.

7 Delivery

All products are automatically delivered electronically and downloaded. You agree to provide accurate and complete information when you register with, and as you use, the SysKit services ("SysKit Registration Data"), and you agree to update your SysKit Registration Data to keep it accurate and complete. You agree that SysKit, or its affiliate payment vendor, under strict guidelines of PCI Data Security Standards, may store and use Registration Data Resellers and (or) Partners provide for use in maintaining and billing fees to your Account.

Please note! Prior to delivery, a Reseller and (or) Partner agrees to disclose the End User delivery email address, company name, and full name of End-User. All downloads are accessible in the customers portal under the download tab.

8 Eligible Products and End Users

Reseller and (or) Partner shall market and sell Products only to End Users. "End User" means a person or entity who acquires Products for internal use and does not resell, sell, license, rent or lease Products to other parties.



8.1 Collateral

SysKit shall provide Reseller certain electronic materials outlining features, advantages and benefits of Product(s). SysKit shall provide reasonable amounts of pre-sales consultation, determined in SysKit's sole discretion, to the staff of Reseller.

8.2 Technical Support

SysKit will provide technical support for all Products that Reseller markets or sells, however, it is expected that Resellers have an adequate working knowledge of the product to assure high End User satisfaction. Escalation of problems that cannot be resolved by Reseller, must be submitted to SysKit by an End User who has purchased a support agreement. Reseller shall immediately forward all support requests, within one (1) business day and implement all reasonable means to resolve the issues.

9 Intellectual Property Rights

9.1 Ownership

This Agreement does not transfer any title to, or any ownership of, software or proprietary materials to Reseller and (or) Partner. Notwithstanding anything to the contrary in this Agreement, SysKit, or SysKit's licensor as applicable, retains all title and ownership of all intellectual property rights in Products, including without limitation all computer programs, software, network file server programs, network event services applications, documentation and related materials, including without limitation all modifications to and derivative works of any such materials acquired by Reseller/Partner, SysKit or any third party. SysKit does not transfer any portion of such title and ownership, or any of the goodwill associated with any of such Products or intellectual property rights, to Reseller and (or) Partner other than the license expressly granted herein, and this Agreement may not be construed as granting Reseller and (or) Partner any intellectual property rights whatsoever, whether by implication, estoppel or otherwise.

9.2 Protection

Reseller and (or) Partner shall take all reasonable actions that may be necessary to protect Product from unauthorized copying or use, including: a) always selling and delivering Product under the appropriate SysKit End User License Agreement; and b) maintaining all copyright, patent or patent-pending, and other notices related to ownership of Product. The proprietary source code of any software or firmware contained in Products acquired under this Agreement represents and embodies trade secrets of SysKit and/or its licensors. The proprietary source code and embodied trade secrets are not licensed or provided to Reseller and (or) Partner and any modification, addition, or deletion of such information is strictly prohibited. Reseller and (or) Partner shall not disassemble, decompile or reverse engineer the software for any reason. The licensing agreement shall be included on all packaging of Product.

9.3 Infringement

Reseller and (or) Partner shall report any instances of suspected copyright, patent or trademark infringement to SysKit and give SysKit reasonable assistance in investigating and prosecuting the infringing acts.



9.4 Anti-Piracy/Gray Market Restrictions

Reseller and (or) Partner agrees that it will not deal in Gray Market Products. SysKit reserves the right to terminate this Agreement with immediate effect if Reseller is found to be dealing in Gray Market Products of Software or knowingly supplying, or having reason to know that it is supplying any person who is engaged in distribution of Gray Market Products. Such termination would be without prejudice to SysKit's other remedies, if any SysKit products were involved.

10 Reseller and (or) Partner Qualifications

Product markets are technically complex and require high quality, individualized pre-sales and post-sales support. This support is essential to achieve and maintain high End User satisfaction. Reseller and (or) Partner acknowledges that high End User satisfaction is a condition of Reseller's and (or) Partner's authorization and license granted under this Agreement. In addition to complying with the obligations set forth above, to ensure high End User satisfaction, Reseller and (or) Partner shall:

- ▶ Ensure that any Product sold to the End User is appropriate to the End User's needs;
- ▶ Verify Consultant and Team Subscriptions for SysKit Products are licensed to bona fide consultants ("consultant" is hereby defined as "an external contractor, not employed by the company for which the software will be used").
- ▶ Verify the successful operation of any Product before or after installation;
- ▶ Report promptly to SysKit all suspected and actual problems with any Product; and
- ▶ Conduct business in a manner that reflects favorably at all times on all Products, goodwill and reputation of SysKit.

10.1 Conflicts of Interest

Reseller and (or) Partner confirms that it has revealed all information pertaining to possible conflicts of interest created by sale of competing products or services arising from other positions or contracts held by Reseller and (or) Partner and represents that no conflict of interest exists. Reseller and (or) Partner shall disclose to SysKit any future circumstances which could create possible conflicts of interest as soon as they become known by Reseller and (or) Partner. Without limiting the generality of the foregoing, Reseller and (or) Partner shall inform SysKit of any business relationship, circumstance, or situation which could prejudice in any way the conduct of Reseller and (or) Partner activities according to the highest ethical and business standards that may place SysKit in any kind of disreputable or embarrassing situation.

11 Trademark Usage and Marking

During the term of this Agreement, Reseller and (or) Partner shall have the right to use the SysKit product trademarks, trade names or service marks ("Trademarks") in connection with Reseller's and (or) Partner's marketing, advertising, promotion and distribution of Products. Reseller's and (or) Partner's use of the Trademarks shall not create any right, title or interest in them. Reseller and (or) Partner shall use each Trademark only for SysKit's benefit and in a manner, that complies in all material respects with SysKit's policies and quality standards in effect. Reseller and (or) Partner shall not remove, obscure or alter SysKit's copyright or patent notice or the Trademarks from Products or documentation and sales material. If Reseller and (or) Partner, in the course of



distributing Products, acquires any goodwill or reputation in any of the Trademarks, all such goodwill or reputation shall automatically be transferred to and shall vest in SysKit when and as, on an on-going basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate payment or other consideration of any kind to Reseller and (or) Partner. Reseller and (or) Partner agrees to take all such actions necessary to effect such vesting. Reseller and (or) Partner shall not contest the validity of any of the Trademarks, copyrights, and patents or SysKit's exclusive ownership of them. Reseller and (or) Partner shall not adopt, use, or register in any jurisdiction any word or mark confusingly similar to SysKit Trademarks.

11.1 Marketing and Advertising

- 11.1.1. Reseller and (or) Partner agrees not to alter SysKit logos, to include product logos, at any time.
- 11.1.2. Reseller and (or) Partner agrees to submit samples of any materials that (a) identify SysKit or (b) that represent SysKit products in conjunction with promotional materials for the company of Reseller and (or) Partner.
- 11.1.3. Reseller and (or) Partner agrees not to modify any documents, training materials, or online content provided by SysKit.

12 Limitation of Liability and Disclaimer of Warranties

SysKit's entire liability and reseller's and (or) partner's exclusive remedy for any claims concerning this agreement and products acquired under this agreement are set forth in this section.

12.1 Aggregate Liability

SysKit's liability for damages incurred by reseller and (or) partner for any cause whatsoever, regardless of the form of action, is limited to the purchase price of the product that caused the damages or gave rise to the cause of action. SysKit shall not be liable to reseller and (or) partner or any end user of reseller and (or) partner for consequential, indirect, incidental, special, or punitive damages and reseller and (or) partner shall indemnify, defend, and hold harmless SysKit from any and all claims asserted by any end user of reseller and (or) partner due to the action or inaction of reseller and (or) partner. SysKit shall defend reseller and (or) partner in any action for trademark or copyright infringement based on the use or sale of product. Both parties shall assist in the defense of each other by providing any required documentation.

12.2 Disclaimer of Warranties

SysKit warrants that Product will substantially conform to the documentation. Except as expressly set forth above, product and documentation are provided "as is." SysKit hereby disclaims all other warranties, express, implied, or statutory, including, without limitation, the warranties of merchant ability, fitness for a particular purpose, design, accuracy, quiet enjoyment and non-infringement and warranties arising from course of dealing and usage of trade, all of which are waived in full by reseller and (or) partner. Reseller and (or) Partner shall communicate SysKit's disclaimer of warranties to all of Reseller's and (or) Partner's End Users.



12.3 Software

SysKit liability and reseller's and (or) partner's exclusive remedy for any damages resulting from software acquired under this agreement is limited to the amount paid for the software.

SysKit warrants and represents that software shall be delivered with good title free of any rightful third party claim of infringement of any patent, copyright, trademark, trade secret or other intellectual property right recognized or registered within the Republic of Croatia and its possessions.

SysKit software programs (collectively "component Programs") are proprietary to SysKit. SysKit has the sole right and authority under applicable laws to conclude this Agreement and to grant rights hereunder, and as described in this Agreement. Title to the Programs remains with SysKit including licensors, and Reseller and (or) Partner has no rights to transfer them except as stated below.

12.4 Distribution Rights

Subject to the [Use License](#) in Section below, SysKit grants to Reseller and (or) Partner during the Term a non-exclusive, non-transferable right to transfer to end users within the Territory the copies of the Programs it obtains under this Agreement only as components of SysKit Products, subject to the following terms & conditions:

- ▶ Reseller and (or) Partner shall sell or lease SysKit Products components as integral parts, and shall abide by all terms and conditions imposed by the Programs' licensors.
- ▶ Reseller and (or) Partner shall not copy or reproduce any Program code, or modify, reverse engineer, disassemble, or de-compile any Program in any way.
- ▶ Non-adherence and termination of this Agreement will automatically and immediately terminate Reseller's and (or) Partner's rights under this Section.

12.5 Use License

Subject to your full and ongoing compliance with the terms and conditions of this Agreement, including without limitation payment of all applicable license fees, the applicable SysKit entity from which you obtained the Software hereby grants to you, and you accept, a limited, nonexclusive, nontransferable (except as set forth in Section A below), non-assignable, revocable license to use the Software during the Term in machine-readable, object code form only, and the online manuals accompanying the Software (the "Documentation"), only as authorized in this Agreement. For purposes of this Agreement, the "Software" includes any updates, enhancements, modifications, revisions, or additions to the Software made by SysKit and made available to end-users through SysKit's web site and customer portal. Notwithstanding the foregoing, SysKit shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software.

- a) Assignment of Rights. You will not sublicense, lease, rent, or lend your rights in the Software, Documentation, or license keys, as granted by this Agreement, without prior written consent of SysKit except that you may transfer this Agreement in full in connection with the sale of all or substantially all of the assets related to this Agreement, provided that the assignee (End User) assumes all of your obligations hereunder, and the licenses granted hereunder will only extend to use of the Software on the Authorized Device on which the Software was installed immediately prior to the assignment.



- b) SysKit may assign this Agreement without limitation. Any assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

13 Termination

Either party may terminate this Agreement at any time without prior notice. Termination shall automatically revoke Reseller's and (or) Partner' authority to sell, distribute, market or purchase Products on behalf of End Users. The following Sections of this Agreement shall survive the termination of this Agreement: [Purchase Price of Products](#); [Terms and Conditions of Purchase](#); [Intellectual Property Rights](#); 11 (Trademark Usage and Marking); Section 12 and its subsections (Limitation of Liability and Disclaimer of Warranties); and Section 13. In addition, Reseller and (or) Partner must meet the Qualification Standards set forth in Section 1 and 10. Failure to meet or continue to meet these Standards is grounds for immediate termination of this Agreement by SysKit, at its sole discretion.

13.1 Termination Grounds

SysKit reserves the right to terminate a Reseller and (or) Partner at any time, for reasons at SysKit's sole discretion, and the following list should not be considered exhaustive:

- ▷ If Reseller and (or) Partner files for or has instituted against it any proceedings as to its bankruptcy, insolvency, reorganization, liquidation, receivership, or dissolution or there is an assignment for the benefit of creditors;
- ▷ If Reseller and (or) Partner becomes ineligible to receive approval for any license or export documents necessary to buy or resell SysKit Products.
- ▷ If Reseller and (or) Partner tries to register this Agreement with any government conferring any exclusivity upon Reseller/Partner.
- ▷ If Reseller and (or) Partner assigns this Agreement without SysKit's prior written consent
- ▷ Upon substantial change in Reseller's/Partner's ownership
- ▷ If there is a change or enactment of law or regulation after the date of this Agreement that interferes, in SysKit's opinion, with the parties' rights or obligations stated herein.
- ▷ If Reseller and (or) Partner misrepresents any of SysKit's products as stated in Section 18 (Misrepresentations).
- ▷ If any Reseller and (or) Partner violates any part of this agreement.

13.2 Effects of Termination

Upon termination of this Agreement, Reseller and (or) Partner agrees to turn over all outstanding unfulfilled orders to SysKit for fulfillment, any and all customer records that pertain to said pending Purchase(s). Termination will discharge and release SysKit from all obligations and liability under this Agreement, except as it expressly accepts for unfulfilled orders. The sole fact of this Agreement's termination shall not make either party liable to the other for any compensation, reimbursement, losses or damages whatsoever, though Reseller and (or) Partner shall remain obligated to pay all outstanding balances on its SysKit Product purchases.



14 General Provisions

14.1 Jurisdiction

This Agreement will in all respects be governed by and construed in accordance with the laws of the Republic of Croatia. Reseller and (or) Partner acknowledges that it has entered into this Agreement in Croatia. Reseller and (or) Partner agrees that all actions arising in connection with this Agreement shall be mediated only in courts located in the Republic of Croatia. Reseller and (or) Partner consents to such jurisdiction and irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection which it may now or hereafter have. Reseller and (or) Partner hereby waives any right to assert any rights or defenses within any other jurisdiction.

14.2 Waiver

No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any breach of this Agreement.

14.3 Course of Dealing

This Agreement shall not be supplemented or modified by any course of dealing or usage of trade. Deviation from or addition to the terms and conditions of this Agreement in purchase orders or other written notification from Reseller and (or) Partner will be of no effect.

14.4 Assignment

This Agreement is not assignable by Reseller/Partner, in whole or in part, without SysKit's prior written consent. Any attempted assignment without SysKit's prior written consent will be null and void.

14.5 Relationship of Parties

Reseller and (or) Partner is an independent contractor of SysKit. Nothing in this Agreement shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, employer and employee, or a partnership or joint venture between the parties. It is understood and agreed that neither the method nor the computation of Reseller's/Partner's purchase price for Products, nor any other provision in this Agreement, nor any actions of the parties shall be deemed to create any relationship between the parties other than the relationship of manufacturer and reseller/partner. Reseller and (or) Partner will not claim or purport to represent SysKit in any capacity other than that of a Reseller and (or) Partner of Products developed by SysKit.

14.6 Compliance with Laws

Each party will comply, at its own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department or agency that apply to or result from its obligations under this Agreement. Reseller/Partner agrees not to export Products directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by United States law or the laws of the country into which Products are imported.



14.7 Representation Regarding Authority

Each person who accepts this Agreement personally guarantees, represents and warrants that he or she is duly authorized to accept this Agreement in his or her individual or representative capacity as indicated.

14.8 Modification of Agreement

This Agreement can be modified at any time, without notice by SysKit, by SysKit publishing on its website a new version of this Agreement, and such new version will be effective immediately upon publication, except as otherwise provided in this Agreement.

14.9 Binding

This Agreement is for the benefit of and is binding upon the parties and each of their respective successors, permitted assigns, heirs, and personal representatives.

14.10 Paragraph Numbers and Headings

Captions and paragraph headings used in this Agreement are for convenience only and shall not be used to broaden or limit this Agreement.

14.11 Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered via email (sales@sykit.com). If notices are sent to Reseller/Partner, they will be delivered by electronic email to the company contact, or the company agent who signed this Agreement.

14.12 Legal Fees

If an action is brought to enforce or interpret any provision of this Agreement, or if either party defaults in any of the covenants or agreements contained in this Agreement, the non-prevailing party shall pay all costs and expenses, including reasonable legal fees, incurred by the other party in enforcing its rights arising under this Agreement, whether incurred through legal action or otherwise.

14.13 Severability

If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited or, if necessary, severed to the extent necessary to eliminate the invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.

14.14 Force Majeure

SysKit will not incur any liability to Reseller and (or) Partner or any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, strikes, lockouts, and riots, acts of war, floods, earthquakes, fires, and explosions.



15 Confidential Information

From time to time, either party (the "Discloser") may disclose or make available to the other party (the "Recipient"), and/or the Recipient may otherwise obtain access to, non-public Confidential information, proprietary, private, not for external use, or internal data. Further, in the natural course of doing business, Resellers/Partners collect identification information about a person or company, including financial data, payment data, company or personal emails and addresses, supplied by customers about SysKit related products (all collectively termed as "Confidential information"). During the term hereof, Reseller and (or) Partner shall not disclose to any third party, information that is deemed as Confidential, and agrees as follows:

- ▶ Personal Information shall be treated as Confidential Information hereunder. Reseller and (or) Partner shall collect and process Personal Information in accordance with the Privacy and Data Security Regulations.
- ▶ Reseller and (or) Partner represents that Reseller's/Partner's data protection policies and practices are, and will be maintained, at a minimum in accordance with standard industry practices applicable to data protection, information security, and privacy.
- ▶ Reseller and (or) Partner agrees and will adhere to SysKit's strict policies prohibiting the sale, rent, lease, or distribution of customer emails to third parties that are otherwise unsolicited or unbeknownst to the customer.
- ▶ Reseller and (or) Partner shall not use Confidential Information for its own benefit, to gain publicity for marketing purposes.
- ▶ This agreement remains in effect for a period up to 10 years, and survives after termination of the partner agreement.

16 Dispute Resolution

SysKit, Ltd. is a Government of the republic of Croatia entity, and this agreement is governed and construed in accordance with the laws of the Government of the republic of Croatia, in the city of Zagreb, Croatia, excluding its choice of law principles. You agree that all claims you may have against SysKit, Ltd (d.o.o.) arising from or relating to its products or services, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the government of the republic of Croatia, excluding its choice-of-law principles. You hereby consent to the exclusive jurisdiction and venue of courts in Zagreb, Croatia. Use of any products or services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

17 Other Opportunities

Reseller and (or) Partner and SysKit, shall at all times remain free to decline a specific opportunity at its sole discretion and may work with other product or service providers. Nothing in the Agreement shall be construed as creating any type of exclusive relationship among the parties.



17.1 No Guaranty

Each party hereby disclaims any representation, warranty or guarantee regarding the success of any activities under to the Agreement, or the amount of revenues, if any, that will be generated as a result of the Agreement.

17.2 Conduct with Competitors of SysKit

Under no circumstances are Resellers/Partners permitted to engage in unlawful bidding wars, to influence by way of quote, verbal or implied, that a person or company buy a specific product by way of false or unlawful pretenses.

18 Misrepresentation

In case Reseller and (or) Partner is an independent contractor, SysKit is not obligated to honor any contracts or agreement written or verbal, entered into between Reseller and (or) Partner and any End User, contractor, subcontractor, or other parties without prior review and written approval by SysKit. Reseller and (or) Partner shall make no claim or representation pertaining to Product performance, specification, or service other than those statements contained within the SysKit sales and marketing literature or website.

19 Exhibits

All Exhibits attached hereto are incorporated herein by this reference, and SysKit has the right to amend in writing any of those Exhibits in its sole discretion.

I HAVE READ, UNDERSTOOD, AND AGREED TO COMPLY WITH THE TERMS AND CONDITIONS INDICATED HEREIN AND REPRESENT AND WARRANT THAT I AM AUTHORIZED TO BIND THE RESELLER/PARTNER.