

Thoughtful Systems

Reseller Agreement



An Exciting and Lucrative Business in Software Sales!

© **Thoughtful Systems, Inc.**

P.O. Box 150136
Brooklyn, NY 11215
USA

Tel: (800) 759-2532 / +1-718-375-1186 / 020 7617 7242 (UK)

<http://www.thoughtfulsystems.com>

Reseller Prices

Commissions on referrals

10%

Commissions on sales

20%

Commissions on software modifications

5%

Sales Process

Sales can be placed directly by you, the reseller, to **Thoughtful Systems**, or you may forward your client's contact details for **Thoughtful Systems** to process.

The above commissions exclude shipping fees and are forwarded to you, the reseller, after the client's 30 day return period has expired.

If the client returns the software ordered, the commission amounts for the software are void.

Commissions on sales are issued by check or by PayPal for overseas resellers.

You will receive weekly statements detailing your sales and respective commissions. Depending upon your sales volume, statements may be sent less frequently.

If a contact is already known to **Thoughtful Systems** you cannot receive a commission on a subsequent sale to such a contact.

If, however, you contribute to the sales process in any manner, Thoughtful Systems will reach an arrangement with you for your assistance.

Completing Your Application

To complete the Reseller Application process, please complete the attached application and return via mail or fax.

Additional Sales Materials

Please contact us if you require any additional materials, or if you require assistance with incorporating our software products into your web site.

We can provide you with brochures and demo CDs to distribute yourself.



Reseller Agreement

We would like to become authorized commissioned Resellers for **Thoughtful Systems, Inc.** — to enable us to sell software licenses (and accompanying hardware, where applicable) to end-users in the Cleaning, Janitorial, Pool, Health Care, Security and other service industries.

Note: For the purposes of this agreement, the words software (or software license), or system refer to computer software programs designed and written by **Thoughtful Systems, Inc.** and/or to combinations of software with accompanying hardware.

The word "Reseller" in this agreement refers to the applicant, who will sell licenses for Thoughtful systems' software and systems on a commission basis to end-users.

The words "Thoughtful Systems" shall be taken to refer to **Thoughtful Systems, Inc.**

We at **Thoughtful Systems** will endeavor to provide assistance to authorized Resellers in the form of marketing materials, leads and technical support, and advice on marketing the software and systems, wherever possible.

Name: _____ **Title:** _____

Business Name: _____

Address: _____

City: _____ **State:** ____ **Zip:** _____

Phone: _____ **Fax:** _____

E-mail: _____ **Web:** _____

1) What is your primary focus of business? _____

2) Are you an authorized Reseller or dealer for other software manufacturers? ____ If yes, please list:

3) Bank name: _____ Branch: _____ A/C #: _____

Contact: _____ Phone: _____

4) Number of Employees: _____

Inside Salesperson(s): _____ Outside Salesperson(s): _____

Management: _____ Other employees: _____

5) Tax/Reseller ID: _____ (Enclose copy of certificate.)

Reseller Agreement

- 6) I understand that as a member of **Thoughtful Systems'** Authorized Resellers program, we will be entitled to sell software licenses and accompanying hardware at or below the prevailing recommended retail prices, for resale. We will receive a commission on each sale equal to the amount as shown in the Resellers Commission List on the previous page. Commissions are calculated on recommended retail list prices, though I can sell the product at whatever price I deem appropriate.

I understand **Thoughtful Systems** may change pricing from time to time, and I shall be informed of such changes in a timely manner. New versions shall be priced as they are released.

I undertake to ensure that we will maintain the same high standards of professional conduct in relation to **Thoughtful Systems'** customers (i.e., end-users of the systems sold by **Thoughtful Systems**) as **Thoughtful Systems'** staff maintain towards all their clients, and we will take all reasonable precautions to ensure that software is not illegally copied in any way.

We shall also endeavor to maintain an image of **Thoughtful Systems** (and its products) in our advertisements and flyers and other promotional material consistent with the image **Thoughtful Systems** portrays and maintains in its own advertisements, flyers, etc. We agree that all such printed advertising material shall be reviewed by **Thoughtful Systems** — and we shall send copies of all such material to **Thoughtful Systems** for review. We agree not to publish and/or distribute advertisements or flyers or other printed material which **Thoughtful Systems** objects to.

We understand that we may use the **Thoughtful Systems** logo, provided it is produced in the same proportions as the original, as used by **Thoughtful Systems**, and where reproduced in color, will be in the colors provided by **Thoughtful Systems**. We shall supply Reseller with a copy of the logo, upon request, to be reproduced in printed material.

- 7) I understand that as Resellers for **Thoughtful Systems**, we shall become privy to certain trade secrets of **Thoughtful Systems** to which the general public, and the average end-user is not privy to. I agree not to disclose such secret trade information or any other proprietary information concerning **Thoughtful Systems** software and systems to any person, company, corporation or other entity, and understand our Resellers' privileges may be immediately revoked if we do so, and we could be further subject to court action.

In addition, I understand that any inappropriate use of proprietary information belonging to **Thoughtful Systems** may not only be a breach of contractual obligations by us, but may also subject us to any other civil or criminal penalties that may apply to such action. In addition, any user, sub-Reseller or other person with whom we share such information, or who benefits from such wrongful use of intellectual property belonging to **Thoughtful Systems** shall also be liable for such breach, and so may also be held liable for such actions, in the same or a similar fashion.

- 8) As a condition of appointment, Reseller agrees to:
- (A) Conduct business in a manner which reflects favorably at all times on the products, goodwill, and reputation of **Thoughtful Systems**;
 - (B) Avoid deceptive, misleading or unethical sales and business practices;
 - (C) Avoid all other practices, which are or might be detrimental to **Thoughtful Systems**, its reputation or its software products;
 - (D) Refrain from making any false or misleading representations with regard to **Thoughtful Systems** or its software products;
 - (E) Refrain from making any representations, warranties, or guarantees to customers that differ from representations, warranties, or guarantees in the **Thoughtful Systems'** Software License Agreement.

Reseller Agreement

- (F) Reseller agrees not to sell software licenses and/or systems from any company competing with Thoughtful Systems in the products that Thoughtful Systems markets to end-users. This includes (but is not necessarily limited to) **Thoughtful Systems' Scheduling Manager**. Reseller further agrees not to market any such competing system for a period of one year after termination of this agreement. Reseller understands that s/he will be liable for monetary damages equal at least to the amount of any such sales made in contravention of the provisions of this section (plus costs of legal action).
- (G) Payment procedures for each sale will be discussed with **Thoughtful Systems** on a case-by-case basis.
- (H) Reseller agrees to maintain an email address, for the purpose of communicating with administrative, sales and support staff at **Thoughtful Systems** — and for the purpose of sending and receiving files, as and when necessary.

9) Support:

Systems and software licenses sold by **Thoughtful Systems** generally include a period of free support. The policy including such period of free support may be changed from time to time by **Thoughtful Systems** and Thoughtful Systems shall provide Reseller with timely notice of change of such policies.

10) Software Licenses:

- (A) Reseller and any end-user are expressly prohibited from creating any software which emulates **Thoughtful Systems** or de-compiling, reverse engineering, reverse compiling, disassembling, modifying, or performing any similar type of operation on any **Thoughtful Systems** software product in any fashion or for any purpose whatsoever.
- (B) No title to or ownership of software products or proprietary technology or information acquired from **Thoughtful Systems** is transferred to Reseller. **Thoughtful Systems** owns and retains all title and ownership of all intellectual property rights in the **Thoughtful Systems** software products including all software, copies of the software, documentation and related materials and all modifications to and derivative works from such software, as well as all advertising literature and demos, web page designs, and all other marketing materials created by **Thoughtful Systems**. **Thoughtful Systems** does not transfer any portion of its title and ownership, or any of the associated goodwill to Reseller, and this agreement shall not be construed to grant Reseller any right or license, whether by implication, estoppel or otherwise, except as expressly provided. Reseller agrees to take appropriate action by instruction or agreement with Reseller's employees, Resellers, and contractors who are permitted access to the **Thoughtful Systems** software products to fulfill the Reseller's obligations and responsibilities under this agreement.

Reseller Agreement

Reseller shall be required to have end-user sign a license agreement before taking delivery of software or systems. Such software licenses shall be provided to Reseller by Thoughtful Systems, by mail, fax or e-mail. **Thoughtful Systems** shall not deliver software or systems before such signed license is received by **Thoughtful Systems** at its official office.

11) Limitations Of Warranties:

Except as provided herein, there are no express warranties of the **Thoughtful Systems** Software products or services furnished hereunder. **Thoughtful Systems** disclaims any and all implied warranty of merchantability or fitness for particular purpose as to Reseller.

12) Exclusive Remedy:

Reseller's exclusive remedy for **Thoughtful Systems** Software Products acquired or sold under this agreement shall be that if any defects materially affect the performance of the specified features, the defect will be repaired or the software product will be replaced. If this limited remedy fails of its essential purpose with regard to a unit of software product within a period of time not to exceed 30 days from Reseller's receipt of the software, **Thoughtful Systems** will refund to Reseller the price for the defective unit of software product.

13) Limitations of Liability:

In no event shall **Thoughtful Systems** be liable for any costs, loss of profits, loss of data, or for any special, consequential or incidental damages to Reseller, his/her sub-Resellers or sub-assigns, or to end-users, their Resellers, employees or sub-assigns.

14) Jurisdiction:

This contract will be governed by the laws of the State of New York. Disputes shall be decided by an arbitrator appointed by the American Arbitration Association, and such arbitration shall take place at a location in New York City, USA. **Thoughtful Systems** does not forego its right under this agreement to pursue persons who infringe **Thoughtful Systems'** rights in its intellectual property in any court in any country for the purpose of enforcing its right to such intellectual property and/or for the purpose of collecting monetary damages as compensation for any such unauthorized and/or illegitimate use of its intellectual property. Costs of legal actions relating to this agreement shall be borne by the losing party.

15) If any clause (or sub-clause) in this contract is deemed unenforceable for any reason then that shall not effect the remainder of this contract.

16) Correspondence:

Any correspondence relating to this agreement shall be delivered to the official address of each party. Reseller's official address shall be deemed to be the address supplied by Reseller above. **Thoughtful Systems'** official address shall be deemed to be the address shown on this document for **Thoughtful Systems**.

Reseller

Signed: _____ Date: _____

Name: _____ Title: _____

Return to:

(Mail) Thoughtful Systems, Inc. (Fax) 347-987-3927
P.O. Box 150136
Brooklyn, NY 11215