

# Elecard Reseller License Agreement

This Reseller Agreement ("Agreement") is made as of \_\_\_\_\_ ("Effective Date") by and between Elecard Devices CJSC, a company duly incorporated under the laws of Russian Federation, with its principal offices at 10/3 Akademicheskij Ave., Tomsk, 634055, Russia ("Elecard"), and \_\_\_\_\_, a company duly incorporated under the laws of \_\_\_\_\_, with its principal offices at \_\_\_\_\_ ("Reseller").

## RECITALS

Whereas, Elecard is the developer and proprietor of the Software;

Whereas, Reseller desires to resell the Software to their customers, hereinafter referred to as "End User";

Therefore, by signing below, Elecard and Reseller agree as follows:

## 0. DEFINITIONS:

(a) "Confidential Information" means all information, which is contained in or is related to the Software (including, without limitation, source and object codes and documentation, databases, procedures, plans, specifications, samples, models, designs, processes, prices), if this information is not available from the Elecard's web-site ([www.elecard.com](http://www.elecard.com)) without breach of the appropriate license agreement, and also terms and conditions of this Agreement.

(b) "End User" means any individual or entity that purchases or otherwise obtains the Software, either as a stand-alone or as an integrated part of the Elecard's Product, for personal use or use within the company but not for Commercial use, re-selling, transferring or otherwise distribution.

(c) "Commercial use" means usage in such manner that the Software is intended primarily for End User's direct revenue-generating use or is intended to serve as a main resource to generate revenue for End User, including monitoring and testing equipment;

(d) "Software" means all software that explicitly specified on the Elecard's web-site ([www.elecard.com](http://www.elecard.com)) as accessible to purchase under the terms and conditions of this Agreement.

(e) "Reseller Trademarks" means the trademarks, service marks, trade names and logos used and owned by Reseller.

## 1. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Elecard grants to Reseller a non-exclusive, non-transferable, non-sublicensable license to use the Software solely as necessary (i) to resell the Software directly to the End Users; (ii) to demonstrate and promote the Licensed Software to potential End Users.

Reseller shall use reasonable efforts to promote the sale of the Software.

- If Reseller has a printed product catalog, Reseller shall promote Software in their printed product catalog.
- If Reseller has website where products are sold, Reseller shall promote Elecard Software at their website. This option can also be automated by Elecard Affiliate program.
- If Reseller has a product database that is shared with at least 20 other organizations, Reseller shall promote Software in this database.

## 2. RESELLER'S OBLIGATIONS

Reseller shall not, and shall ensure that other third parties shall not (i) merge or bundle the Licensed Software with other software (ii) make any modifications of the Software and reverse engineer, alter, decompile, disassemble or otherwise seek to discover the source code, associated with the Software or any component thereof; (iii) shall not make any copies of the Software for any purpose; (iv) shall not

remove, efface or obscure any of Elecard's Trademarks and copyright notices from the Software: (v) shall not use the Software for any purpose except as expressly provided in the Agreement  
Reseller shall distribute the Software with the End User License agreement.

### 3. ELECARD'S OBLIGATIONS

Elecard shall implement this Agreement: (i) only as specified herein; (ii) only pursuant to all applicable laws; and (iii) without violating any intellectual property, publicity, privacy, confidentiality, contractual or other right of any third party.

### 4. ELECARD'S WARRANTIES

Elecard hereby warrants to Reseller that the Software, which is available for Reseller on the master version, is free of defects in material and will perform substantially in accordance with attendant user documentation for one (1) year from first Software acceptance pursuant to this Agreement ("Warranty period");

### 5. TECHNICAL SUPPORT

Elecard shall provide the End Users with the technical support services including installation/activation issues and consultations main Software functionality as described in documentation.

Technical support services are e-mail based. Elecard's e-mail address for support is: [tsup@elecard.net.ru](mailto:tsup@elecard.net.ru)

### 6. REFUND POLICY

Reseller and End Users are not entitled to any refunds of Software and Service transactions.

### 7. TERM

This Agreement is in effect for one (1) year from the Effective Date of this contract and will automatically renew for one (1) year increments.

### 8. TERMINATION

This Agreement may be terminated only by Elecard or by Reseller as provided below:

1. Reseller may terminate this Agreement at any time upon 30 days notice by notifying Elecard in writing. Reseller assumes responsibility for complete payment and discharge, on or before the terminal date, of all obligations, both to Elecard and to other parties, incurred by Reseller in the operation of this business.
2. Elecard may terminate this Agreement at any time upon 30 days notice. Termination will ensue if Reseller 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.

### 9. RELATIONSHIP

No contract of employment, partnership, joint venture or any other relationship except that of independent contractor shall be deemed to exist between Reseller and Elecard. Reseller acknowledges and agrees to grant Elecard with the right to use the Reseller Trademarks on Elecard web-site, and to advertise, market, promote and publicise in any manner the Reseller's participation in Elecard reseller program.

#### **ON BEHALF OF ELECARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title Executive Director

\_\_\_\_\_  
Effective Date

#### **ON BEHALF OF COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company's Seal