



Smartphone and Cloud-Based Mobile Workforce Solutions



Reseller Agreement

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www.MobiWork.com

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This Agreement (the "Agreement") is made to be effective as of _____, by and between MobiWork LLC, a Florida, USA corporation ("Licensor"), and _____, an independent computer or software reseller ("Reseller").

WHEREAS, MobiWork produces software solutions, and desires to provide certain software solutions as more particularly described herein to Reseller in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Reseller desires to market and distribute such software solutions and documentation in the territories specified in this Agreement in conjunction with other solutions or services sold or licensed by Reseller ("Reseller's Solutions").

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

For the purposes of this Agreement the capitalized terms set forth below shall have the meanings set forth after them:

1.1 "Solutions" and "Software" shall mean the MobiWork software solutions hereto and incorporated herein by reference, as such Solutions may be upgraded or modified by MobiWork from time to time.

1.2 "Clients" shall mean those persons and entities that purchase Solutions from the Reseller in compliance with the provisions of this Agreement.

1.3 "Users" shall mean those persons who use the Solutions, typically the employees of the Clients.

1.4 "Prospects" shall mean those persons and entities that are considering the purchase of the Solutions from the Reseller in compliance with the provisions of this Agreement.

1.5 "Terms of Service" shall mean MobiWork's terms of service. The Terms of Service may vary from Solution to Solution, and may be changed by MobiWork at its sole discretion at any time. Current MobiWork's terms of service are available at the following location: <https://www.mobiwork.com/en/mobile-workforce-software-terms-of-service.html>

1.6 "First-tier support" shall mean the first level support provided by Reseller to the Clients to identify any issue incurred and to try to resolve the issue with reasonable efforts (See section 4.1 for complete definition).

1.7 "Reseller Addendum" means the Appendix A and B attached hereto.



TERMS OF AGREEMENT

2.1 This Agreement shall become effective as of the date set forth above. It shall continue in full force and effect for an initial term of three (3) years after such date. The initial term shall automatically renew for successive three (3) year terms unless either party notifies the other party in writing not less than Ninety (90) days prior to the expiration of the current term of its intention not to renew.

GRANT OF RIGHTS

3.1 Appointment

Subject to the terms and conditions of this Agreement and the Reseller Addendum attached hereto as Appendix A, MobiWork hereby grants to Reseller a nonexclusive, nontransferable, non-assignable, revocable right to market and sell the Solutions in the territories listed in appendix A.

3.2 MobiWork Marks

Subject to all the terms and conditions of this Agreement, MobiWork hereby grants Reseller a nonexclusive, non-transferable, non-sublicensable, revocable license to use the MobiWork Marks solely in the performance of Reseller's authorized obligations pursuant to this Agreement. All representations of the MobiWork Marks that Reseller intends to use (including all advertising, promotional and other marketing materials) shall first be submitted to MobiWork for prior written approval by MobiWork. If the approval or disapproval of MobiWork is not received within ten (10) days of confirmed receipt of any such materials, then MobiWork shall be deemed to have approved such materials; MobiWork reserves the right to revoke such approval of material at any time by providing written notice of such revocation to Reseller.

3.3 Reseller Marks

Subject to all the terms and conditions of this Agreement, Reseller hereby grants MobiWork a nonexclusive, non-transferable, non-sublicensable license to use the Reseller Marks (i) on the MobiWork Web site to identify Reseller as an authorized Reseller and to briefly describe Resellers business and (ii) as otherwise requested by MobiWork. All representations of the Reseller Marks that MobiWork intends to use (including all advertising, promotional and other marketing materials) shall first be submitted to Reseller for approval. If the approval or disapproval of Reseller is not received within ten (10) days of its receipt of any such materials, then Reseller shall be deemed to have approved such materials; provided that (i) Reseller may revoke such approval at any time by providing written notice of such revocation to MobiWork and (ii) all Reseller Marks are used in accordance with any guidelines that may be provided by Reseller to MobiWork from time to time.

3.4 Relationship of the Parties

The parties hereto are independent contractors, and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, or agency relationship between the parties. Reseller is an independent contractor and is not the legal representative or agent of MobiWork for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to incur, assume or create in writing or otherwise, any obligations over MobiWork or its employees.

3.5 MobiWork Representations

Reseller shall not make any representations or statements regarding the Solutions other than those contained in MobiWork's marketing, sales, engineering or any material, documentation, literature including MobiWork's Public or Private Web sites. Reseller shall provide a link to MobiWork.com with the MobiWork logo on their website in a readily accessible location.

3.6 No Obligation to Provide Solutions

Nothing in this Agreement shall be construed in any way to require MobiWork to provide the Solutions or associated services to any potential Client, whether or not solicited by Reseller pursuant to this Agreement. MobiWork reserves the right to determine whether, and under what terms, it will provide the Solutions to any potential Client in MobiWork's sole and absolute discretion.



3.7 Sub-Resellers

Subject to all the terms and conditions of this Agreement, MobiWork hereby grants Reseller the rights to engage with sub-resellers to provide the Solutions or associated services to any potential Client. Reseller will manage its network of sub-resellers including the sharing of the commissions described in Annex A.



OBLIGATIONS OF RESELLER

Reseller agrees to the following obligations. A breach of any duty or obligation by Reseller shall be considered a material breach of this Agreement.

4.1 Prospects and Clients Support

Reseller is typically responsible for providing Support to its Prospects and Clients:

1) Pre-Sale, Installation and Configuration

- a) Sales to Prospects
- b) Assisting Prospects or Clients to install the Solutions on user devices
- c) Assisting Prospects or Clients to set up and configure the Solutions (Settings...)

2) Training

- a) Training Prospects and Clients on how to use the MobiWork Solutions

3) Ongoing First-tier support for Reseller's Clients:

- a) The first job of a first-tier Support Specialist is to gather the Client's information and to determine the Client's issue by analyzing the symptoms and figuring out the underlying problem. Once identification of the underlying problem is established, the support specialist can begin sorting through the possible solutions available. Support specialists in this group typically handle straightforward and simple problems. This includes troubleshooting methods such as verifying physical layer issues, resolving username and password problems, uninstalling/reinstalling basic software applications, verification of proper hardware and software set up, and assistance with navigating around application menus. Personnel at this level have a general understanding of the Solutions and may not always contain the competency required for solving complex issues. Nevertheless, the goal for this group is to handle 70%-80% of the user problems before finding it necessary to escalate the issue to MobiWork Support.
- b) If support issue is not able to be resolved by Reseller, Reseller shall elevate support issue to MobiWork Support for review, upon review, MobiWork will communicate results back to Reseller unless otherwise instructed by Reseller.

If the reseller does not provide pre-sales and/or ongoing First-tier support to its Prospects and Clients, the commissions will be updated as described in annex A.

4.2 Sales Effort and Ethics

Reseller shall exert commercially reasonable efforts to promote the distribution of Solutions and MobiWork's good name. Reseller shall not engage in any activity that could in any way diminish or detract from the licensing potential of the Solutions or their attractiveness to potential Clients. Reseller shall not engage in deceptive, misleading or unethical practices, will conduct business in a manner which reflects favorably at all times on the Solutions and on the good name, goodwill and reputation of MobiWork, and will not make any false or misleading representations with regard to the Solutions or MobiWork.

4.3 Terms of Service

If MobiWork or Reseller believes that a Client of a Reseller or any User is in breach of any portion of the Terms of Service or is damaging or diminishing any rights of MobiWork, each party hereto shall give immediate notice of such event(s) to the other party, and Reseller shall, at MobiWork's request and reasonable expense, assist MobiWork in investigating the situation. If hereto requested by MobiWork, Reseller shall also assist in the prosecution of such breaches, in full cooperation with MobiWork, through any arbitration, administration agency or judicial court, provided that all reasonable costs and/or expenses of such prosecution thereby incurred by Reseller shall be borne by MobiWork. Reseller shall not settle such claims or incur such expenses without the prior written consent of MobiWork.

4.4 Customization of the Solutions

Reseller agrees that it shall not alter, supplement or customize the Solutions in any manner without first receiving the written approval of MobiWork, such approval to be given or denied in the sole and absolute discretion of MobiWork.

4.5 Client Satisfaction Evaluation

Reseller agrees that MobiWork might contact Client to determine overall customer satisfaction with the Solutions and Services as well as any improvement that would be beneficial to the Client (e.g. additional feature...).



4.6 Prospect Registration and Status Updates

Reseller has to register any individual prospect by creating a free trial prospect on the MobiWork web site. For a period of 90 days (starting from the day the prospect registration form has been approved by MobiWork) and as long as Reseller demonstrates reasonable efforts to close the deal, MobiWork will not engage the prospect directly or through another Distributor or Reseller. Reseller has to provide MobiWork with bi-monthly status updates per lead. Reseller has to notify MobiWork timeously where assistance is required with the prospect and / or if the prospect comes under risk.



OBLIGATIONS OF MOBIWORK

MobiWork agrees to the following obligations. A breach of any duty or obligation by MobiWork shall be considered a material breach of this Agreement.

5.1 Support

MobiWork shall provide sales and technical support to Reseller in English Language as required to fulfill the warranty obligations expressly provided by MobiWork for the Solutions. Except with Reseller's consent, MobiWork shall not communicate directly with Clients and Users, other than announcements made with the Solutions or on MobiWork's website.

Although Reseller will provide First Tier Support to the Clients, should Reseller be unable to resolve the support issue with reasonable effort, the case should be directed to MobiWork Support, who will use commercially reasonable efforts to troubleshoot, diagnose and resolve issues. MobiWork's support is exclusively provided online and the MobiWork's support levels are defined in "Appendix B"

MobiWork will provide Reseller a reasonable number of hours of support per year in MobiWork's sole and absolute discretion. If, in the interpretation of MobiWork, the required support of Reseller becomes unreasonable, a separate support contract will be executed.

5.2 Documentation, Technical Bulletins and Updates

MobiWork will issue to Reseller, from time to time as MobiWork determines appropriate in its sole and absolute discretion and at MobiWork's expense, all documentation revisions, technical bulletins or other Product-related materials. MobiWork shall have full discretion to determine the nature and form in which the foregoing documents are provided, if any.

5.3 Reporting

MobiWork will provide access to the number of registered Users *and the corresponding monthly subscription fees* for each Referral Party's Client.

5.4 Marketing and Product Support

Free Limited Solutions for Reseller Own Use:

MobiWork will provide to Reseller a free and limited (see appendix A) access to the Solutions, exclusively for Reseller's reasonable own use and limited to sales demos, internal and external training, support, etc.

Prospects:

MobiWork may provide Reseller prospect(s) generated from MobiWork Marketing programs and web-based activations in Reseller region.

Joint Customer Calls:

MobiWork will work with Reseller to jointly market and sell to Resellers clients and prospects.

Sales Tools:

MobiWork will provide Reseller the appropriate marketing and sales tools needed to close deals.



PRICING, COMMISSION, PAYMENT

6.1 Price and fees for the Solutions

- All prices and fees within this Agreement are exclusive of taxes and any fees not associated to the MobiWork published price for the solution. Reseller's Clients shall pay MobiWork for all Solutions delivered to Reseller's Clients in accordance with the current MobiWork Published Price for the territory listed in Reseller Addendum. MobiWork at any time and from time to time may change the license fees of any Solution by posting notice of such change to its published list pricing for such Solutions in an area of its website accessible by the Reseller. The new price shall be effective for all Solutions orders accepted after the date of the price increase, regardless of when the order is received.

- Unless stated otherwise:

- All product updates are free
- There is no maintenance or termination fees

6.2 Commissions

The commission amounts are set forth in the Reseller Addendum, appendix A.

6.3 Payments

Unless otherwise notified by MobiWork, all payments are made directly by the Reseller's Clients to MobiWork. In the event that any amount remains unpaid after the due date of the invoice, MobiWork will charge a late payment fee and may discontinue, withhold, or suspend supply of Solutions to a Reseller's Client and any other products/services provided by MobiWork hereunder. Furthermore, MobiWork may cancel and discontinue the service to any Client for which payment was not timely received by MobiWork.

Reseller will submit an invoice on a quarterly basis based on the actual payments received by MobiWork during the previous quarter. Payment is due fifteen (15) days from the date of invoice.



PROTECTION OF INTELLECTUAL PROPERTY

7.1 Copyrights

The Solutions are protected under the copyright laws of the United States and certain other countries, in either registered or unregistered form. Reseller acknowledges that MobiWork owns these copyrights and has exclusive rights with regard to the Solutions including without limitation, the right: to reproduce the Solutions and documentation in any and all forms; to adapt, transform or rearrange the Solutions and documentation; to prepare derivative Solutions; and to control the distribution of the Solutions and documentation. Reseller agrees, and shall make all reasonable efforts to have the Clients agree, not to act in contravention of any of MobiWork's rights or to assist others in doing so. Reseller agrees and shall make all reasonable efforts to have the Clients agree to preserve all copyright notices in the Solutions and documentation. Reseller shall make all reasonable efforts to preserve MobiWork's copyrights.

7.2 Confidentiality

Each of the parties hereto will exercise due care with respect to use, preservation and safekeeping of the Solutions and all materials and information which either party hereto identifies in writing as confidential within thirty (30) days of the date of disclosure or which under the circumstances surrounding disclosure ought to be treated as confidential (hereinafter "Proprietary Information"), and will exercise at least the same degree of care and control to maintain Proprietary Information in confidence, and to prevent disclosure to unauthorized third parties and unauthorized use thereof, as such party exercises with regard to its own such confidential property. Proprietary information also includes this entire Agreement including Reseller Addendum. Proprietary Information shall not include any information that (a) is already known to the recipient or its affiliates, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the recipient or its affiliates; (c) is received by the recipient from a third party without any restriction on confidentiality; (d) is independently developed by the recipient or its affiliates; (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (f) is approved for release by prior written authorization of the disclosing party. The parties acknowledge that disclosure of any Proprietary Information may give rise to irreparable injury and may be inadequately compensable in monetary damages. Accordingly, the aggrieved party may seek, and shall be entitled to obtain, injunctive relief against the breach or threatened breach of the obligations of this Section in addition to any other remedies which may be available.



TERMINATION

Either party may terminate this Agreement for any reason with thirty (30) days written notice. MobiWork may terminate this Agreement immediately upon written notice to Reseller in the following circumstances:

- a. Reseller fails to make any applicable payment when due;
- b. Reseller breaches any representation, warranty or term of this Agreement which breach is not remedied to MobiWork's satisfaction within ten (10) days after written notice of such breach to Reseller;
- c. Reseller fails to comply with any legal prerequisites, formalities and/or government regulations;
- d. The credit of Reseller becomes impaired or unsatisfactory to MobiWork in its sole and absolute discretion;
- e. Insolvency or filing by or against Reseller of a petition in bankruptcy, appointment by a court of a temporary or permanent receiver, trustee or custodian;
- f. Reseller ceases to conduct its business consistent with its past practice;
- g. Any transfer of a majority equity or other controlling interest in Reseller or merger or sale of substantially all assets of Reseller.

The parties agree that upon expiration or termination of this Agreement under this Section 8, the Reseller's rights to market, distribute and re- sell the Solutions shall immediately and automatically cease as of the date of such expiration or termination. Notwithstanding the above, all requirements of indemnification and payment, terms related to use or protection of intellectual property or confidential information, and provisions related to venue and choice of laws, shall survive termination or expiration of this Agreement. The injured party shall be entitled to pursue all available remedies against the offending party for breach of the Agreement or damages caused by the offending party, subject to the terms of this Agreement.



LIABILITY, WARRANTY AND INDEMNIFICATION

9.1 Limitation of Liability

RESELLER AGREES THAT EXCEPT WITH RESPECT TO THE INDEMNIFICATION PROVISIONS CONTAINED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST PROFITS, REVENUES OR DATA, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, OR FOR ANY CLAIM MADE AGAINST SUCH PARTY BY ANY OTHER ENTITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR MORE THAN THE TOTAL AMOUNT OF PAYMENTS MADE BY RESELLER TO MOBIWORK UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

9.2 Disclaimers of Warranties

THE SOLUTIONS ARE PROVIDED "AS IS" WITHOUT ANY FURTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MOBIWORK SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT ITS DATA SOLUTIONS (A) WILL BE UNINTERRUPTED OR ERROR FREE AND (B) WILL HAVE ALL DEFECTS CORRECTED.

9.3 Indemnity

9.3.1 Mutual Indemnification

Each party (an "Indemnitor") shall defend, indemnify and hold harmless the other party and its officers, directors, agents and employees (an "Indemnitee"), from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorney fees through final appeal) (hereinafter "Claims") arising out of or relating to the Indemnitor's breach of any of the terms, conditions, representations or warranties contained in this Agreement.

9.3.2 Procedures Relating to Indemnification

The Indemnitee shall promptly notify the Indemnitor in writing of any action, suit, proceeding or investigation ("Proceeding") for which indemnification is sought, provided that any failure to so notify the Indemnitor will not relieve the Indemnitor from any liability or obligation which it may have to the Indemnitee except to the extent of any material prejudice to the Indemnitor resulting from such failure. If any such Proceeding is brought against an Indemnitee, the Indemnitor will be entitled to participate therein and to assume the defense thereof within fifteen (15) days after written notice of such Proceeding shall have been received by the Indemnitor pursuant to the preceding sentence. Each Indemnitee will be obligated to cooperate reasonably with the Indemnitor at the expense of the Indemnitor, in connection with such defenses and with the compromise or settlement of any such Proceeding. Neither the Indemnitee nor the Indemnitor shall settle or dispose of any Proceeding in any manner which involves a remedy other than the payment of money damages by such Indemnitee or Indemnitor, respectively, without the prior written consent of the other.



MISCELLANEOUS

10.1 No Licenses or Transfer of Rights

Except for the limited rights granted herein by MobiWork and Reseller relating to use of the MobiWork Marks and Reseller Marks, respectively, nothing in this Agreement shall (i) serve to transfer to Reseller any intellectual property rights in or to the Solutions, MobiWork Marks or other intellectual property owned or claimed by MobiWork; or (ii) serve to transfer to MobiWork any intellectual property rights in or to the Reseller Marks. As between MobiWork and Reseller, (i) Reseller acknowledges and agrees that MobiWork has sole right, title and interest in and to the Solutions, MobiWork Marks and MobiWork intellectual property and rights therein and thereto; and (ii) MobiWork acknowledges and agrees that Reseller has sole right, title and interest in and to all Reseller Marks and Reseller intellectual property and rights therein and thereto.

10.2 Non-Solicitation

During the term of this Agreement, and for one (1) year following its expiration or termination neither party will induce any employee of the other party to leave the employ of such other party. If any restriction set forth in this Section is found to be unenforceable because it extends for too long a period of time or over too great a range of activities, it will be interpreted to extend only over the maximum period of time or range of activities as to which it may be enforceable.

10.3 Force Majeure

Either party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control (each, a "Force Majeure Event"), including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. If any obligations or duties of either party are excused under this provision for more than fifteen (15) calendar days (either consecutively or within a thirty (30) calendar day period), the other party may immediately terminate this Agreement upon written notice to the party affected by such Force Majeure Event.

10.4 Assignment

This Agreement may not be assigned or transferred by Reseller, in whole or in part, without the prior written consent of MobiWork; provided, however, that: (i) Reseller may assign this Agreement to its affiliates without MobiWork's prior written consent; and (ii) Reseller may engage subcontractors to perform any or all of its obligations hereunder. MobiWork has the right to assign or transfer this Agreement in its sole and absolute discretion.

10.5 Notices

Unless otherwise specified herein, all notices and other communications to a party shall be in writing and shall be sent to such party at its address or facsimile number set forth on the signature page to this Agreement, or such other address or facsimile number as such Party may hereafter specify by notice to the other party.

10.6 Waiver of Compliance

Any delay or omission on the part of either party to this Agreement in requiring performance by the other party hereunder, or in exercising any right hereunder, shall not operate as a waiver of any provision of this Agreement or of any right or rights hereunder. Further, any failure by either party to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

10.7 Applicable Law and Dispute Resolution

This Agreement and any purchase order accepted by MobiWork will be governed and construed by the laws of the State of Florida and no conflict-of-laws provision shall be invoked to permit the laws of any other state, country or jurisdiction. Any disputes arising under this Agreement or related in any way to the subject matter of this Agreement, except for claims of infringement of MobiWork' proprietary rights in the Solution or any trade name, trademark of MobiWork, shall be submitted to and resolved exclusively by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (AAA), with such arbitration proceedings conducted in Boca Raton, Florida. Any award of the arbitrators shall be binding upon the parties and judgment thereon may be entered in any court of competent jurisdiction.

10.8 Amendments

All amendments to or changes in this Agreement must be in a writing executed by both parties.



10.9 Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the parties on the subject matter above and merges all prior discussions and negotiations between the parties. None of the parties shall be bound by any conditions, definitions, representations, or warranties with respect to the subject matter of the Agreement other than as expressly set forth above. This Agreement supersedes any and all prior agreements and amendments between the parties.



IN WITNESS WHEREOF, MobiWork and Distributor hereby recognize that they have read this Agreement, understand it and agree to be bound by its terms and conditions:

MobiWork, LLC

Reseller:

(Company Name)

By: _____
(Signature)

By: _____
(Signature)

(Write Name)

(Write Name)

(Title)

(Title)

Date: _____

Date: _____

Address:
6501 Congress Avenue

Suite 330
Boca Raton, Florida 33487

USA

Address:



Appendix A – Territories, Scope and Commissions

A.1 Territories: _____

A.2 Scope:

Direct Clients of Reseller (3rd party distribution channels are outside the scope of this reseller agreement and will be negotiated on a case-by-case basis)

A.3 Commissions on the recurrent subscription fees paid to MobiWork:

If Reseller handles the sales of the Solutions and ongoing First-tier Client support:

Plan:	Commissions (MSRP Discount) ¹ :	Duration:
Premier	30%	Ongoing
Advanced:	20%	Ongoing
Starter:	10%	Ongoing

If Reseller does not handle the sales of the Solution (referral) and/or does not provide ongoing First-tier support:

Plan:	Commissions (MSRP Discount) ¹ :	Duration:
Premier	15%	First 12 months
Advanced:	10%	First 12 months
Starter:	5%	First 12 months

Notes

¹ Standard Discount percentages will be maintained only if MSRP is respected. If the Reseller sells below MSRP, the commissions will be reduced accordingly.

² Credit card fees (or any other fees) incurred to collect the payments will be deducted before computing the commissions amount.

A.4 Customer volume threshold

The commissions will be reduced to 5% if a minimum volume of 3 paying customers in the previous 12 months is not maintained.

A.5 Commission on the professional services fees paid to MobiWork:

- In the case that MobiWork performs any professional services for Reseller's Client, Reseller will receive a 5% commissions of the professional services paid by the Client to MobiWork.

- In the case that the Reseller performs professional services for Reseller's Client without the help of MobiWork's professional services team, Reseller will receive the corresponding professional services fees paid by the Client to MobiWork.

A.6 Prospect referrals from MobiWork

If MobiWork passes on a prospect and Reseller handles the sale of the Solutions as well as ongoing Client support, the Reseller's commission on the corresponding MobiWork's recurrent subscription fees will be reduced by 10% for Premier plan, 7.5% for Advanced and 5% for Starter.

A.7 Free account

One free account exclusively for Reseller's reasonable own use and limited to sales demos, internal and external training. Limited to 8 users.



Appendix B – MobiWork Levels of Support

B-1 Support and Maintenance window

MobiWork Support and Maintenance Services shall be available online from Monday to Friday, from 08:00 a.m. to 06:00 p.m. EST, except on US national holidays.

B-2 Level of Support

Support Ticket Severity	MobiWork Level of support
Critical: Problem that totally prevent the use of the Solutions, or essential routines that have no contingency plan. For instance, the Client can access other web site but the Client can't access MobiWork web site.	Within the support and maintenance window defined above, MobiWork guarantees an acknowledgement response time of up to (1) working hours from the time of filing the problem and classification by Reseller. MobiWork guarantees that all issues will be handled with full attention and the highest level of priority, but the actual solution time cannot be guaranteed and will have to be evaluated on a case-by-case basis. Outside these hours and on an exceptional basis, MobiWork may provide an emergency phone contact list.
High: The Solutions, a system component, or functionality is down, corrupted or degraded in service, adversely impacting a limited number of users or having moderate commercial impact.	Within the support and maintenance window defined above, MobiWork guarantees an acknowledgement response time of up to (8) working hours from the time of filing the problem and classification by Reseller. MobiWork guarantees that all issues will be handled with full attention and the highest level of priority, but the actual solution time cannot be guaranteed and will have to be evaluated on a case-by-case basis.
Medium: The Solutions, a system component, or functionality is down, corrupted or degraded in service, adversely impacting a small number of users or having low commercial impact.	Within the support and maintenance window defined above, MobiWork guarantees an acknowledgement response time of up to (16) working hours from the time of filing the problem and classification by Reseller. MobiWork guarantees that all issues will be handled with full attention and the highest level of priority, but the actual solution time cannot be guaranteed and will have to be evaluated on a case-by-case basis.
Low: The Solutions, a system component, or functionality is insignificantly degraded in service, adversely impacting few users or having no commercial impact. This includes any additional feature or change request.	Within the support and maintenance window defined above, MobiWork guarantees an acknowledgement response time of up to (24) working hours from the time of filing the problem and classification by Reseller. MobiWork guarantees that all issues will be handled with full attention and the highest level of priority, but the actual solution time cannot be guaranteed and will have to be evaluated on a case-by-case basis.

