Unit 13 260-280 Southside
Leigh Road
Leigh-on-Sea
Essex
SS91DL
www.datplan.com
info@datplan.com

AUTHORISED RESELLER AGREEMENT

SECTION I - COMPANY DESCRIPTION

NAME OF RESELLER ....(RESELLER)

COMPLETE ADDRESS ....

....

TELEPHONE ……………………….. ……. MOBILE ……………………………………………. EMAIL ……………………….

BILLING ADDRESS (IF DIFFERENT) ....

YEARS IN BUSINESS ……………………… NUMBER OF EMPLOYEES …………………………./TRAINING ROOM ☐ Y OR ☐ N

SUBSIDIARY COMPANY NAME

....

....

BUSINESS TYPE (PLEASE CHECK) ☐COMPUTER STORE ☐CONSULTANT ☐HARDWARE VENDOR ☐OTHER

……………………………..

COMPANY NUMBER .... VAT NUMBER ……………………….

OWNER/ CEO ....SALES CONTACT ....

SECTION lI - AGREEMENT

DATPLAN hereby authorizes the RESELLER to resell products it holds distribution rights on and the RESELLER agrees to comply with all of the terms set out herein and any terms and conditions that come with the product sold.

1. The RESELLER shall not create license keys for any of Datplan's products without permission.
2. The RESELLER shall only distribute license keys to the end customer and in line with the purchase agreement
3. The RESELLER is not expected to give technical support for the product
4. DATPLAN will provide technical support by email to the RESELLER or end user during business hours, Monday to Friday 9:00am to 5:00pm GMT.
5. Relationship of the Parties: RESELLER is an independent contractor and neither has nor shall have any power, right or authority, nor will RESELLER represent that RESELLER has any power, right or authority, to bind DATPLAN or to assume or to create any obligation or responsibility, express or implied, on behalf of DATPLAN or in DATPLAN's name. Nothing stated in this Agreement shall be construed as constituting

RESELLER and DATPLAN as partners or joint ventures, or as creating the relationships of employer and employee, master and servant, or principal and agent between the parties hereto.

6. DATPLAN reserves the right to require that any RESELLER'S technical support person(s) or acting as technical support attend a technical training session in order to retain RESELLER status.

7. Warranty Provision - THE WARRANTY SET FORTH IN THE SOFTWARE PRODUCT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. RESELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

8. THE REMEDIES PROVIDED IN THE SOFTWARE PRODUCT ARE THE RESELLER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT WILL DATPLAN. BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT), HOWEVER BASED.

9. Reseller or DATPLAN. may terminate this agreement at any time on providing thirty days prior written notice. Notwithstanding termination of this Agreement howsoever caused, the provisions of terms and conditions points 1, 2, 5, 7, 8, 10 ,11 ,12,13 continue and survive termination.

10. Reseller agrees that the terms of sale shall be C.O.D. (Cash on Delivery) unless otherwise indicated on the invoice. Payment terms are net 30 days, unless otherwise stated on the invoice.

11. Agreements between Datplan and RESELLER are separate to that any of RESELLER and end client or any parties acting on RESELLERS behalf. As agreements separate DATPALN shall not be liable for any financial debt, liability or dispute between RESELLERS and end client or parties acting on RESELLERS behalf.

12. DATPLAN and RESELLER with agree a set commission rate based off of the product purchase price. Any discount to the purchase price will be the revised base value the commission is calculated from

13. This Agreement shall be governed by and be construed in accordance with the laws of the United Kingdom and the Courts of the United Kingdom shall have exclusive jurisdiction with respect to all matters arising from this Agreement.

14. Any Intellectual Property (IP) shall remain property and an asset of DATPLAN unless sold.

SECTION lll - CERTIFICATION

The undersigned agrees to comply with the terms and conditions presented in SECTION II.

COMPANY NAME :...

AUTHORISED SIGNATURE .... DATE ....

I HAVE AUTHORITY TO BIND THE RESELLER ....……….. DAY/ MONTH/YEAR …………………………………………

PRINTED NAME OF PERSON SIGNING .... TITLE ....

I, _____, hereby certify that the information contained in Section I is true.

DATPLAN Unit 13 260-280 Southside, Leigh Rd, Leigh-on-Sea, Essex, SS91DL
AUTHORISED SIGNATURE .... DATE ....
Brandon Frisby, Marketing Manager   I have authority to bind the Corporation