

# 3X Systems Reseller Application

Please provide the following information. All information will be held in strict confidence.

## Company Information

Legal Business Name		Trade Name – DBA (if different)	
Primary United States Shipping Address: (Street Address, City, State, Zip)			
Phone Number	Fax	Email	Web address
Company Organization: (select one) <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary or Branch <input type="checkbox"/> Sole Proprietorship			
Years in business	Dun & Bradstreet#	No of clients	No. of units you project to sell in the next 6 months
Contact Name		Title	<input type="checkbox"/> Purchasing <input type="checkbox"/> Technical <input type="checkbox"/> Sales <input type="checkbox"/> Accounting
Phone	Email		
Contact Name		Title	<input type="checkbox"/> Purchasing <input type="checkbox"/> Technical <input type="checkbox"/> Sales <input type="checkbox"/> Accounting
Phone	Email		
Contact Name		Title	<input type="checkbox"/> Purchasing <input type="checkbox"/> Technical <input type="checkbox"/> Sales <input type="checkbox"/> Accounting
Phone	Email		

## Reseller Discounts

The Reseller is entitled to discounts based on Reseller's commitment and volume of products sold. The assigned Channel Sales Executive will determine discount levels. These discount levels will vary from time to time and subject to changes.

## Not-For-Resale (NFR)

Upon review of your application, you are entitled to receiving an NFR version of 3X Remote Backup Appliance at a significantly reduced price. Please contact 3X Systems sales for program details.

## Training and Certification

As a certified reseller we require that all resellers complete a training program designed to ensure superior quality service to their customers. We not only provide this service free of charge, we also incentivize our resellers by providing a \$500 rebate, which can be used towards the purchase of the first unit for resale.

## Application Review

This application is being submitted for the sole purpose of becoming a 3X Systems Reseller. The Applicant understands and agrees that this submission does not ensure that the Applicant will be chosen as a Reseller.

Please send us a completed copy of this form and a signed Reseller Agreement to:

**Fax: 614-448-9691 or email: [partner@3x.com](mailto:partner@3x.com)**

You may also reach our channel development team at 1-866-478-3131 option 1.

# 3X SYSTEMS RESELLER AGREEMENT

This Agreement is between Boxicom, Inc. a Delaware corporation, with its principal place of business at 1275 Kinnear Road, Columbus Ohio 43212, doing business as 3X Systems (the "Company") and the reseller named \_\_\_\_\_ (the "Reseller") and establishes the terms and conditions for Reseller's participation in selling and servicing Company products and services (the "Program"). Under the Program, Company will provide discounted pricing and technical support to Reseller as specified in this Agreement related to Reseller's purchase and license of Company products for resale.

## 1. Reseller Qualification

1.1 In order to ensure adequate technical and marketing support to end users, eligibility to participate in the Program is subject to meeting certification requirements described herewith. These Program Materials contain a detailed description of the benefits to a Reseller of as well as the requirements of a Reseller under this Program. Reseller will not sell Company products without arranging for adequate post-sales support.

## 2. Relationships

2.1. Reseller is an independent contractor engaged in purchasing Company products & services for resale to its customers. Reseller is not an agent or legal representative of Company for any purpose, and has no authority to act for, bind or commit Company.

2.2. Reseller has no authority to make any commitment on behalf of Company with respect to quantities, delivery, modifications, interfacing capability, suitability of software, system or suitability in specific applications. Reseller has no authority to modify the warranty offered with Company products. Reseller will indemnify Company from liability for any modified warranty or other commitment by Reseller not specifically authorized by Company.

2.3. Reseller will not represent itself in any way that implies Reseller is an agent or branch of Company. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by Company immediately upon notice from Company.

## 3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by Reseller and Company. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.2. Company or Reseller may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3.3. Company may, from time to time, give Reseller written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

## 4. Reseller Programs

4.1. Company will invite Reseller from time to time to participate in the co-operative advertising, market development and promotional programs offered by Company as defined in the Program Materials. Reseller may, at its option, participate in such programs during the term of this Agreement. Company reserves the right to terminate or modify such programs at any time at its sole discretion.

4.2. Reseller shall exert best efforts to market Company products and services, and shall use all promotional materials supplied by Company. It is Reseller's responsibility to help its customers determine which system configuration would best serve their needs.

4.3. As defined in the Program Materials, Reseller shall have sufficient technical knowledge of the Company products and services in general, and will have access to appropriate Company sales and technical training.

4.4. Company does not represent that it will continue to manufacture any particular item or model of its products indefinitely or even for any specific period. Company specifically reserves the right to modify any of the specifications or characteristics of its products, and/or to cease manufacturing or supporting any of its products.

4.5. Reseller is expected and encouraged to advertise and promote the sales of Company products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. Company must approve all such materials that use Company's name or trademarks. Company will assist Reseller in advertising and promoting Company products in accordance with Company's policy.

## 5. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL COMPANY BE LIABLE TO RESELLER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

## 6. Use of Company Trademarks

6.1. Reseller acknowledges the following:

6.1.a. Company is the owner of certain trademarks and trade names used in connection with certain product lines and software.

6.1.b. Reseller will acquire no interest in any such trademarks or trade names by virtue of this Agreement, its activities under it, or any relationship with Company.

6.2. During the term of this Agreement, Reseller may indicate to the trade and to the public that it is an Authorized Reseller of the Company products and services. With Company's prior written approval, Reseller may also use the Company trademarks and trade names to promote and solicit sales or licensing of Company products if done so in strict accordance with Company's guidelines. Reseller will not adopt or use such trademarks or trade names, or any confusingly word or symbol, as part of its company name or allow such marks or names to be used by others.

6.3. At the expiration or termination of this Agreement, Reseller shall immediately discontinue any use of the Program and Company names or trademarks or any other combination of words, designs, trademarks or trade names that would indicate that it is or was a reseller of the Company products.

## 7. Product Warranty

7.1. The warranty terms and conditions will be as specified in the PRODUCT Standard Terms and Conditions of Sale.

7.2. COMPANY'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 8. Software and Firmware

8.1 The software license terms is specified in 3X Systems™ License Agreement displayed upon installation and configuration of Company products.

8.2 One or more components of equipment Reseller purchases may contain firmware programs built into their circuitry. Reseller's purchase of that equipment includes a non-exclusive license to use and sub-license the firmware only as part of the equipment and only under the following conditions: (a) Company (or its supplier) retains all title and ownership to the programs; (b) the firmware may not be copied, disassembled, decompiled or reverse engineered under any

circumstances; and (c) Reseller will only transfer possession of the programs in conjunction with a transfer of equipment.

**Reseller**

**9. Proprietary Information**

9.1 Company and Reseller shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

9.2 This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to Company. Reseller shall not have any right to manufacture Company products.

**10. Export Controls**

Regardless of any disclosure made by Reseller to Company or Distributor of an ultimate destination of Company products, Reseller shall not export, either directly or indirectly, any documentation, Company products, or system incorporating such Company products without first obtaining a license as required by the United States Government.

**Boxicom, Inc.  
DBA: 3X Systems**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**11. Compliance with Laws**

Reseller agrees to comply with all laws and regulations that are applicable to the business that Reseller transacts. Reseller agrees to indemnify and hold Company harmless for all liability or damages caused by Reseller's failure to comply with the terms of this provision.

Address: **1275 Kinnear Rd.  
Columbus, OH 43212  
Phone: 1-866-478-3131  
Fax: 1-614-448-9691**

**12. Government Contract Conditions**

In the event that Reseller elects to sell Company products or services to the U.S. Government, Reseller does so solely at its own option and risk, and agrees not to obligate Company as a subcontractor or otherwise to the U.S. Government. Reseller remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. Company makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations.

**13. Miscellaneous**

Notices under this Agreement must be sent by telecopy or registered or certified mail to the appropriate party at its address stated on this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.

This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. Ohio law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". Company and Reseller will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.