

Reseller Agreement

This RESELLER AGREEMENT is made and entered into as of _____, between
with offices at _____ and **Sensory Computer Systems, LLC** with offices at 144 Summit
Avenue, Berkeley Heights, NJ 07922 USA.

SIMS Sensory Quality Panel Software Cloud Systems Reseller Agreement

Definitions

1. "Sensory Computer Systems" refers to Sensory Computer Systems, Llc.
2. "Program" refers to the SIMS Sensory Quality Panel Software Cloud Systems programs.
3. "Software" & "Products" refers to the SIMS Sensory Quality Panel Software Cloud Systems products available for resale by the Reseller.
4. "Reseller" refers to a reseller of products and a Sensory Computer Systems approved member of the SIMS Sensory Quality Panel Software Reseller Program.
5. "End User" refers to Reseller's customers; that is, the party to whom Reseller resells any Sensory Computer Systems Products.

About this agreement

1. This is a Non-Exclusive Reseller Appointment. Sensory Computer Systems appoints Reseller as a worldwide, non-exclusive reseller of the Sensory Computer Systems Software Products.
2. The software is the property of Sensory Computer Systems, Llc.
3. The software is protected by local and international copyright laws and treaties. Nobody may install or use the software unless they have a license with Sensory Computer Systems. Nobody may resell the software unless they have been approved by Sensory Computer Systems for the SIMS Sensory Quality Panel Software Reseller Program.

Terms

1. Upon acceptance into the Program, Reseller shall have the right to purchase SIMS Products for resale to their End User customers. Sensory Computer Systems reserves the right to change the Product and Product pricing at any time without prior notice. Reseller may establish at its own discretion the resale price of Products.
2. Product prices are exclusive of any taxes, fees, duties, value added, withholding, or other such amounts. Reseller shall certify to Sensory Computer Systems that Reseller has a valid resale license for their state or other applicable region. Sensory Computer Systems shall not charge sales tax on sales made to Reseller, since all sales are intended for resale to End Users. Reseller shall be responsible for assessment, collection, remittance, accounting, reporting, and all other such legal responsibilities of sales tax for Reseller's sales to End Users.
3. Reseller shall not purchase Product for Reseller's own use, or for resale to a sister company having the same effect, without express permission of Sensory Computer Systems. Upon purchase of Product, Sensory Computer Systems shall issue any registration codes necessary to unlock Product for use by End User.
4. Reseller agrees to use each registration code for exactly one copy of Product sold to End User, or as otherwise instructed by Sensory Computer Systems. Registration codes are not to be re-used, or used for multiple End Users, or for multiple installations for the same End User, or in any way that violates Product's License Agreement, unless otherwise authorized by Sensory Computer Systems.

Rights and obligations of reseller

1. Reseller agrees that End User shall be bound by the terms of the License Agreement accompanying each Product. Reseller shall have no authority to modify in any way the terms of any License Agreement, nor to make any representations or warranties contrary to the License Agreements. Reseller shall make a good-faith effort to ensure that End User is aware of and complies with all License Agreements.
2. Reseller shall be responsible for all End User pre-sales customer support, technical support, billing, and collection of payments from End User, unless otherwise agreed upon with Sensory Computer Systems.
3. End Users shall be considered primarily to be the customer of Reseller. Sensory Computer Systems will honor Reseller's request to contact or not to contact End User in the normal course of business. However, Sensory Computer Systems reserves the right to maintain lists of End Users and contact End User if the need arises.
4. Reseller shall not send or cause to be sent any unsolicited email ("spam"), including newsgroup postings, regarding Products or services involving Products.
5. Reseller shall indemnify and hold Sensory Computer Systems harmless from and against any and all claims, losses, or damages that may arise from Reseller's marketing, installation, sale, or support of any Product.
6. Reseller shall be authorized to use certain Sensory Computer Systems trademarks, graphics, symbols, or other content for use in promotion of Products. Such materials are to be provided by Sensory Computer Systems to reseller with the express

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intent of their use for such purposes. Use of such content shall be subject to Sensory Computer Systems's usage policies, which Sensory Computer Systems reserves the right to change at any time for any reason. Reseller may also create their own content relating to Products, which Sensory Computer Systems shall have the right to prevent Reseller from using if Sensory Computer Systems finds it to be objectionable or for any other reason. Sensory Computer Systems shall have no ownership rights or any other rights to content independently created by Reseller, except as provided for above.

7. Reseller agrees not to, directly or indirectly, sub license, publish, distribute, disclose, disseminate, reverse engineer, decompile, copy, or reproduce Products except as provided for in this Agreement. Reseller may not partake in any activity that may cause source code, serial numbers or business secrets to be revealed. Reseller shall not use any Product as the part of Reseller's own product or service without express written approval of Sensory Computer Systems.
8. Reseller agrees that all of Sensory Computer Systems's rights, including but not limited to, intellectual property rights, trademarks, and copyrights, shall fully remain with Sensory Computer Systems. Reseller shall act merely as a reseller of Products, and shall gain no rights over Sensory Computer Systems or Products.

Rights and obligations of Sensory Computer Systems

1. Sensory Computer Systems reserves the right to change the Products that a Reseller is allowed to sell. Should changes occur to the Products that the Reseller is allowed to sell, Sensory Computer Systems will attempt, but is not obliged to, inform Reseller of such changes by e-mail.
2. Nothing in this Agreement shall prohibit Sensory Computer Systems from selling Products directly to any customer desired without involvement of any obligation whatsoever to Reseller.
3. Sensory Computer Systems reserves the right to refuse Reseller the right to promote Sensory Computer Systems, Products, or any other affiliation with Sensory Computer Systems.
4. Sensory Computer Systems reserves the right to change any of the Products and prices as it sees fit.

Acceptance and termination

1. This Agreement shall become effective on and as of the date of execution of the Agreement by the parties to this Agreement.
2. Once accepted into the Program, this Agreement between Sensory Computer Systems and Reseller shall remain in force until cancelled by either party; Sensory Computer Systems may cancel the Agreement at any time for any reason, and Reseller may cancel with no less than thirty (30) days written notice. Termination of the Agreement shall not relieve Reseller of the obligation to pay any monies due to Sensory Computer Systems. Upon termination Reseller shall lose all rights granted under this Agreement.
3. Both Sensory Computer Systems and Reseller agree that this Agreement does not establish an employer-employee relationship between Sensory Computer Systems and Reseller. Each party shall conduct its business at its own location with its own employees and resources, and at its own expense. Reseller shall not be construed to be a legal partner of Sensory Computer Systems. Neither party shall have the right to incur any obligations on behalf of the other, except as otherwise provided herein.
4. This Agreement shall be governed by the laws of the State of New Jersey. If any provision is found to be non-binding then the remaining provisions shall remain in force. In case of litigation to resolve issues between the parties, the prevailing party is entitled to compensation for reasonable legal fees.
5. Sensory Computer Systems supplies the software as-is and makes no representations or warranties, express or implied, by way of example but not of limitation, of merchantability or fitness for any particular purpose. Sensory Computer Systems shall not be held to any liability with respect to any claim by reseller or third party on account of or arising from the use of products.
6. Reseller shall not assign, transfer, and/or otherwise sell their rights in this Agreement without first obtaining in the writing the express permission of Sensory Computer Systems.
7. This Agreement constitutes the entire Agreement and understanding between the parties. No term or provisions of this Agreement may be changed, waived, discharged without written approval of Sensory Computer Systems. This Agreement is agreed to by the undersigned parties.

Sensory Computer Systems, LLC

Name: _____

Title: _____

Date: _____

Signature: _____

Reseller Company name: _____

Name: _____

Title: _____

Date: _____

Signature: _____