

## Reseller / Distributor Agreement

### HostDime.com, Inc.

This Reseller Agreement (“Agreement”) is entered into as of the Effective Date by and between HostDime.com, Inc., a Florida corporation (“HostDime”) and the Reseller identified on the signature page of this Agreement (“Reseller”).

### 1.0 Recitals

(a) HostDime provides web-hosting, dedicated servers, colocation, and managed services.

(b) Reseller and HostDime desire to enter into an arrangement whereby Reseller will purchase Services from HostDime at a discounted rate and sell them to their customers and provide their customers with direct technical support.

### 2.0 Provision of Services

#### 2.1 The Offer

HostDime agrees to offer discounted rates on dedicated servers to registered Resellers:

10% Discount

To maintain the discounts and commitment level, the Reseller must maintain two full priced servers with HostDime.

What the discount rates apply to:

- All standard and enterprise servers
- All hosting control panel software (cPanel, Plesk)
- All colocation Services (10% Discount)



Products and Service not available for discount

- Hardware Upgrades (after initial purchase of server)
- Custom software installations/setups.
- Remote reboot system fee.

## **2.4 Program Participation**

Reseller is granted non-exclusive rights to the Reseller program and agrees to abide by all terms and conditions of this agreement.

Reseller must bind customers to Acceptable Usage Policy and Terms of Service as provided by HostDime and outlined here: (<http://www.hostdime.com/policies/tos/>)

Reseller must be eighteen (18) years or older to participate in the Reseller Program.

## **3.0 Term and Termination**

### **3.1 Term of Agreement**

This Agreement shall be effective indefinitely from the date first set forth herein, and shall remain effective for the entire term that Reseller has active servers with HostDime or till either party, HostDime or Reseller choose to terminate agreement with or without cause.

### **3.2 Termination for Cause**

If Reseller breaches any part of this agreement contained herein, HostDime, will terminate this agreement and reserves the right to, upon termination of agreement, to provide direct services to clients of Reseller, shall clients of Reseller inquire about acquiring services directly with HostDime.

### **3.3 Termination for Other Specified Reasons**

In the event that either party ceases conducting business in the ordinary course; becomes insolvent; makes a general assignment for the benefit of its creditors; files a petition seeking or acquiescing in any relief for itself under any present or future federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any part of its business or property; or admits in writing its inability to pay its debts generally as they become due, this Agreement shall be automatically and immediately terminated.





We reserve the right to terminate your account without warning if your site is unsuitable for our service. "Unsuitable" sites include, without limitation, those sites brought to our attention that promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; promote illegal activities; promote products and services in a negative manner or violate intellectual property rights.

#### **4.0 Relationship of Parties**

Reseller and HostDime are each independent contractors, and nothing herein contained shall be construed to imply the existence of a partnership or joint venture between them, nor to make either one an agent of the other. The use of the term "Reseller" is not intended in any way to constitute any type of legal partnership whatsoever between HostDime and Reseller. The relationship between HostDime and Reseller is that of independent parties contractor only, and is NOT employer-employee, partner, principal-agent or joint venture.

#### **5.0 Law Governing**

This Agreement shall in all respects be interpreted, governed, construed and enforced by and under the laws of the State of Florida, USA.

#### **6.0 Entire Agreement; Modification; Waiver**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing by the party making the waiver.

#### **7.0 Miscellaneous**

Misuse of the HostDime Reseller Program in a manner other than intended will result in loss of termination of your account. The Reseller Program personal information will be forwarded to the police for prosecution to the fullest extent of the law.

Due to the nature of our service, you may be tempted to seek to profit from mass e-mails (SPAM). Sending junk e-mail from a HostDime account or ANY other e-mail account to a recipient who has not requested the message is classed as SPAMMING and is cause for that account's immediate and permanent termination. SPAM includes, but is not limited to, unsolicited e-mails and/or postings in discussion groups, bulletin boards, public domain groups, IRC, ICQ, and chat groups. SPAM messages are prohibited by most network providers and certain jurisdictions, and Resellers employing spam methods may be subject to fines and/or imprisonment.



## **8.0 Force Majeure**

Neither party is responsible for failure or delay in performance caused by acts of God, lightning strikes, floods, fire, war, public enemy, electrical or equipment failure, failure of third parties or any event beyond its reasonable control.

## **9.0 Liability and Guarantee**

The Reseller agrees that the use of the Site and Reseller Program is entirely at the Reseller's own risk. The Site and Reseller Program is provided on an "as is" basis without warranties of any kind, either expressed or implied, constructive, or statutory, including, without limitation, any implied warranties of merchantability, non-infringement or fitness for a particular purpose. HostDime makes no guarantee of availability of service and reserves the right to change, withdraw, suspend, or discontinue any functionality or feature of the HostDime service. In no event will HostDime be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use HostDime's services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect; delay in operation or transmission; computer virus; file corruption; communication-line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of, or use of any record.

## **10.0 Indemnity**

Each party agrees to indemnify and hold harmless the other from and against loss, suit, damage or claim, including reasonable attorney fees and costs, arising out of or in connection with participation in the Reseller Program. In addition, Reseller shall not be held liable for any fraud that any resellers customers commit in relation to their web hosting account.

## **Overall Agreement.**

The following text outlines the agreement between HostDime and an approved Reseller. It sets the required qualifications and acceptable practices for Resellers, while setting forth the benefits and terms provided by HostDime to the Reseller (referred to hereafter as Reseller).

- 1) The Reseller agrees to all terms of the standard Service Agreement for all accounts, as well as the company Policies set forth by HostDime on its website, including all future additions or modifications thereof.
- 2) The Reseller agrees to have a "Server Contract" signed and returned which will serve for all services purchased via HostDime. If the Reseller already has one on file, this will be used as a general contract for all future services.





- 3) The Reseller agrees not to employ any abusive practices, including, but not limited to the transmission of unsolicited mailings or Usenet postings in relation to the resale of HostDime services. The transmission of any such unsolicited or prohibited advertising or other unacceptable material, through any electronic medium, including HostDime Facilities, is grounds for termination, at the sole discretion of HostDime.
- 4) The Reseller agrees to submit any promotional materials to HostDime for review. Electronic access is preferred; however, hard copies will be accepted. The Reseller agrees to any editorial changes required by HostDime. The only intent of this requirement is to enforce HostDime standards of quality.
- 5) HostDime will not interfere in the Reseller's acceptable and reasonable marketing plans or techniques, except as outlined in the previous paragraph.
- 6) The Reseller agrees to submit evidence that it meets HostDime standards of quality for the value-added services that the Reseller provides if requested. The Reseller asserts that all such submitted material is solely or substantially its own work, and is not a misrepresentation in any way. Prior work that is in actual use is greatly preferred, although other materials are acceptable. All work submitted would be edited at the sole discretion of HostDime when deemed necessary. Although electronic access is preferred, hard copies will be accepted.
- 7) The Reseller agrees that acceptance into the Reseller program is contingent upon HostDime approval of the submitted materials. Acceptance may be denied at the sole discretion of HostDime.
- 8) The Reseller agrees to maintain a minimum amount of sales (two Full Priced Servers) as outlined in this contract and if the quota for sales is not met, agrees to pay the difference.
- 9) The Reseller agrees to maintain their billing in good standing at all times. Delinquencies of any kind will result in suspension from the Reseller program, and accounts will be subject to the normal rules of suspension for nonpayment.
- 10) The Reseller agrees not to re-refer its referrals to a third party without the prior approval of HostDime. HostDime recognizes that such referrals are appropriate or necessary under certain circumstances, however approval is required.
- 11) The Reseller agrees to act in good faith and not to make use of other dedicated server services in cases where the services could reasonably be obtained from HostDime. The Reseller specifically agrees that it will not take referrals with the intent of hosting the referred customers elsewhere.



12) The Reseller will promote HostDime services from its own website, or by any other means, at the Reseller's own costs. When promoting HostDime services, a Reseller should take the following steps:

- a. Consults with the customer in order to determine what services fit their needs. Forms a complete price quote for the customer.
- b. Negotiates and forms an agreement with the customer.
- c. Obtains appropriate dedicated server services from HostDime on their behalf.
- d. Provides whatever appropriate value-added services for the customer such as: design, programming, system administration, or marketing or obtains these services from a third party on their customer's behalf.
- e. Bills the customer directly for all services together.
- f. Provides payment to HostDime for dedicated server services. When a customer requires a dedicated server, the Reseller rents the server from HostDime and sub-rents it to your customer.

13) The Reseller will be the point of contact for the customer. Only when a Reseller has exhausted their own resources in handling a problem should they direct support inquiries to HostDime support channels.

14) The Reseller will provide support and services at its own rates. When the Reseller requires support or services from HostDime, these will be billed to the Reseller at the rate of \$75.00 per hour for (only applicable to non-supported services) support requests Reseller makes.

15) The Reseller will have early access to new features and services from HostDime, when such can reasonably be made available. The Reseller agrees that it will not take steps to mislead its customers about the involvement of HostDime in its dedicated server services. Conversely, HostDime will not take steps to solicit any resold customer, nor will it provide value-added services of its own.

16) The Reseller's investment in its customers is protected by the quality of its own value-added services. Violation of any of the terms or conditions of this contract may result in the immediate termination of the Reseller's services with HostDime, as well as the permanent discontinuation of the Reseller relationship, at the sole discretion of HostDime.





**Company Information:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Main Phone #: \_\_\_\_\_ D&B #: \_\_\_\_\_

Business Type: \_\_\_\_\_ # of Employees: \_\_\_\_\_

Resale/Tax Exempt # (please attach certificate): \_\_\_\_\_

**Ownership:**                      Proprietorship                      Date Business Established: \_\_\_\_\_  
    Partnership                      Corporation

**Contact Information:**

<u>Name</u>	<u>Phone Number</u>	<u>Fax Number</u>	<u>E-mail Address</u>
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Billing: \_\_\_\_\_

Sales: \_\_\_\_\_

Technical: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

