

## Edraw Reseller Agreement

Edraw Software invites companies ('Resellers') wishing to sell our software products to join our Reseller Program.

This Reseller Agreement (the "Agreement") is entered into by and between EdrawSoft ("Edraw") and \_\_\_\_\_ ("Reseller") on \_\_\_\_\_ (the "Effective Date"). Edraw may amend the terms and conditions of this Agreement at any time upon notice to Reseller.

### 1. License Guaranty

1.1. Subject to the terms and conditions of this Agreement, Edraw grants Reseller a non-transferable, non-assignable license, without right to sublicense, within \_\_\_\_\_ (the "Territory") to market, promote, and resell software products developed by Edraw as listed on Exhibit A (the "Products") attached hereto, and use Edraw trademark, service mark and logo solely for its performance under this Agreement. Reseller will place its orders for the Products directly with Edraw Online Store. Reseller shall not make any representation or warranty regarding the Products to any third party other than that authorized in writing by Edraw. All intellectual property rights, other than those expressly granted under this Agreement, that relate to the Products shall remain with Edraw.

1.2. Reseller may advertise in publications of general circulation that it is an authorized reseller of the Products, subject to Edraw's prior written approval for each such publication.

1.3. Reseller's rights to resell the Products within the Territory shall not be exclusive unless otherwise agreed in writing.

### 2. Prices

2.1. All prices for the Products provided by Edraw to Reseller are in US dollars. Edraw has the right to revise the prices for the Products to Reseller upon thirty (30) days written notice. Such revisions shall apply to orders received by Edraw on or after the effective date of the revision.

2.2. Reseller may set the prices for the Products for resale.

2.3. Reseller can put the order in our online store and receive a special discount. 10% discount off for the component products. 30% discount off for the software products.

### 3. Payment and Terms

3.1. Edraw will provide the discount order link for the reseller. The resellers can also require the invoice to pay.

3.2. Reseller agrees to provide Edraw the names, addresses and phone numbers of its clients for the Products as well all feedbacks from its clients regarding the Products.

#### **4. Duties of Reseller**

4.1. Edraw Promotion: Reseller agrees to promote Edraw Products on its own website with all the products Reseller carries as defined in Exhibit A. Reseller also agrees to add a link to Edraw Website [www.edrawsoft.com](http://www.edrawsoft.com) on its website.

4.2. Technical Support: Edraw will support end users by providing technical support in the means of email and phone if needed.

4.3. General: In carrying out this Agreement, Reseller will conduct itself in an ethical, professional and lawful manner, will exercise its best efforts to achieve a high level of customer satisfaction, and will refrain from doing anything to impair the reputation of Edraw.

#### **5. Limitation of Edraw's Obligation & Liability**

5.1. Edraw shall not be liable to Reseller or any of its customers for any special indirect, consequential, incidental or exemplary damages, including, but not limited to, loss of business, loss of profit, loss or damage resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions caused by Edraw or the Products, , even if Edraw has been advised of the possibility of such damages.

5.2. Edraw's liability to Reseller and any customer of Reseller is limited to the purchase price received by Edraw for the relevant Products.

5.3. Reseller will take all necessary measures to preclude Edraw from being made a party to any lawsuit or claim regarding the Products provided to customers of Reseller. Reseller hereby agrees to defend, indemnify and hold harmless Edraw from any and all claims of whatever nature brought by any of Reseller's customers against Edraw arising from Reseller's breach of this Agreement or any misconduct or wrongful omission of the Reseller.

#### **6. Confidentiality**

Reseller acknowledges that by reason of its relationship with Edraw hereunder, it may have access to certain information and materials relating to Edraw's business, suppliers, customers, personnel, technology, and marketing strategies that is confidential and of substantial value to Edraw (collectively, "Confidential Information"). Reseller agrees that it will not use in any way for its own benefit (other than to perform under this Agreement) or for the benefit of any third party, nor will Reseller disclose to any third party any Confidential Information. Reseller

further agrees that it will return to Edraw or destroy all copies of Confidential Information under its custody or control upon request by Edraw or termination of this Agreement. The provisions of this section shall survive the termination of the Agreement for any reason. Upon any breach or threatened breach of this section, Edraw shall be entitled to injunctive relief in addition to other remedies, which injunctive relief shall not be contested by Reseller.

### **7. Relationship of the Parties**

The relationship between Edraw and Reseller is that of independent contractors and neither party is an employee, agent, partner or joint venture of the other. Reseller has no authority, apparent or otherwise, to contract for or on behalf of Edraw, or in any other way legally bind Edraw in any fashion.

### **8. Terms & Termination**

The initial term of this Agreement is one year starting from the effective date. This Agreement shall automatically renew for one year term thereafter, until terminated by either party with 30 days prior notice unless otherwise terminated as follows:

### **9. Nonassignability**

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of Edraw.

### **10. Entire Agreement, Modifications**

This Agreement sets ten the entire agreement and understanding between the parties with regard to the subject matter hereof and supersedes any and all prior agreements between them. Edraw may make changes to this agreement upon thirty (30) days written notice to Reseller. IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this instrument, with each signatory warranting its authority to enter into this agreement on behalf of the party it represents. I have read and accepted the above terms and conditions.

EdrawSoft	Reseller: _____
By: _____	Address: _____
Title: _____	By: _____
Date: _____	Title: _____
	Date: _____