

# MarketLink VAR Application

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

## Company Information

(\*required fields)

Legal Business Name:*		Trade Name – DBA (if different)		State doing Business in:	
Primary United States Shipping Address: (Street Address, City, State, Zip)					
Phone *	Fax*	Email*	Business URL*		
Company Organization:*(select one) <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary/Branch <input type="checkbox"/> Sole Proprietorship					
Years in Business	Dun & Bradstreet#*	No. of clients	Target Customer Size:		
Business Description:*					
Geographic Focus:*			Primary Vertical Market:*		
Top Partners:*					

## Contact Information

Contact Name*	Title*	Phone*	Email*		
Company Organization:*(select one) <input type="checkbox"/> Purchasing <input type="checkbox"/> Technical <input type="checkbox"/> Sales <input type="checkbox"/> Accounting					
Contact Name	Title	Phone	Email		
Company Organization: (select one) <input type="checkbox"/> Purchasing <input type="checkbox"/> Technical <input type="checkbox"/> Sales <input type="checkbox"/> Accounting					
Contact Name	Title	Phone	Email		
Company Organization: (select one) <input type="checkbox"/> Purchasing <input type="checkbox"/> Technical <input type="checkbox"/> Sales <input type="checkbox"/> Accounting					
Comments or Questions?:					

This application is being submitted for the sole purpose of becoming a MarketLink VAR (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 VAR Agreement via:

**Fax: 248.347.8894 or email: MVP@marketlinkservices.com**

You may also reach a MarketLink Representative at 248.912.0390.

# MarketLink VAR Agreement

## RESELLER AGREEMENT

AGREEMENT ("Agreement") made effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
("Effective Date") by and between \_\_\_\_\_,  
a \_\_\_\_\_ corporation ("Reseller"), with its principal place of business at:  
\_\_\_\_\_ and MarketLink Services, Inc., a  
Michigan Corporation with principal place of business at 42400 Nine Mile Rd., Novi, MI 48375.

The parties do hereby agree as follows:

### 1. License Rights

1.1. **Reseller License.** Subject to the terms and conditions of this Agreement, MarketLink Services, Inc. grants to Reseller the non-exclusive, non-transferable license to sell the hardware, software, services and support contracts from MarketLink Clients referred to as "Products," as such Products may be made available or modified from time to time by MarketLink Services, Inc., and to market to Reseller's clients or customers ("End-Users"), the Products for such clients or customers own internal use, and not for resale by client or customer.

1.2. **Trademarks and Trade Names.** MarketLink is a trade name of MarketLink Services, Inc., and the Manufacturer Clients names are respective trademarks and trade names of those Manufacturer Clients (see Attachment A). Reseller may use, for the term of this Agreement only, MarketLink Services, Inc. and other trade names and trademarks specified by MarketLink Services, Inc. in writing for the sole purpose of normal advertising and promotion of products. Reseller shall present to MarketLink Services, Inc. for approval, prior to use, distribution or disclosure, any advertising, promotion, or publicity in which such trade names and trademarks are used. MarketLink Services, Inc. will hold no responsibility for funding or subsidizing Reseller marketing collateral or promotional materials, unless specifically agreed upon by both parties in writing.

### 2. Obligations, License Fees, Billing, Payment & Taxes

2.1. **Obligations.** During the term of this agreement, Reseller's obligations shall include:

(A.) Promotion and distribution of the MarketLink Services, Inc. Products, including informing customers of the Products, and providing support and consulting to its customers in the use of the Products.

(B.) Providing First-Line Support to the Reseller's customers for the Products unless both parties agree to have MarketLink provide this support.

(C.) Reseller shall maintain Product Standards that reflect favorably on the Products and good name of MarketLink Services, Inc.

(D.) Reseller shall notify MarketLink Services, Inc. in writing any claim proceeding involving a Product that comes to its attention.

(E.) Reseller agrees to provide copies of materials where MarketLink Services, Inc. and its Manufacturer Clients (Attachment A) logo or trademark is used.

(F.) Reseller shall sell only grouped and bundled products purchased through MarketLink Services, Inc. and its Manufacturer Clients, unless alternate hardware or software products are approved in writing by MarketLink Services, Inc. (i.e., no substitution of essential components for systems from

non-approved sources) in order to maintain the software and hardware functionality and integrity of the products.

(G.) Reseller shall demonstrate adequate experience in sales or marketing, have experience in the applicable areas, and have the applicable knowledge in order to demonstrate the products in their respective environments.

2.2. **Billing.** Reseller shall be responsible for all billing to and collection from its end customers.

2.3 **Payment.** Reseller agrees to pay MarketLink Services, Inc. and/or its Manufacturer Clients the Product prices specified according to the pricing provided separately. Such prices are subject to change without notice to Reseller by MarketLink Clients.

### 3. During the term of this agreement, MarketLink Services, Inc.'s obligations shall include:

3.1. Making available to Reseller the MarketLink Services, Inc. Products FOB MarketLink Services, Inc.'s and/or Manufacturer Clients U.S. headquarter site.

3.2. Pricing – maintaining current pricing and providing timely information regarding changes.

3.3. Sales training – MarketLink Services, Inc. will provide sales training for resellers on an as needed basis.

3.4. Technical Training – MarketLink Services, Inc. will provide technical training for resellers.

3.5. Sales Literature – White Papers and Product Literature will be provided by MarketLink Services, Inc. electronically.

3.6. Sales Leads – Leads will be provided for VARs through web hits, telesales and other marketing activities.

3.7. Web Site Listing – The MarketLink Services, Inc. Web Site will have an active list of all authorized resellers.

### 4. Ownership and Proprietary Rights

4.1. **Ownership.** MarketLink Services, Inc. represents that it and its Manufacturer Clients have all rights to copyrights, patents, trade secrets, and trademarks associated with the Products as are necessary to market and license the Products under this Agreement.

4.2. **Proprietary Rights.** Reseller shall not use or disclose the Products, documentation, or confidential information, except as expressly permitted by this Agreement. Reseller shall not remove MarketLink Services, Inc.'s copyright notices, trademarks, restricted rights legends or any other notices from the Products and documentation. Reseller shall not attempt to reverse compile or reverse engineer the Products.

5. **Unauthorized Use or Copying** Except as expressly permitted under this Agreement, Reseller shall not copy, modify, or reproduce the Products or documentation in any way, nor shall it permit third parties to do so. Reseller shall

fully cooperate with MarketLink Services, Inc. and its Manufacturer Clients in any action relating to enforcement of MarketLink Services, Inc.'s proprietary rights.

**6. No Representations or Warranties.** Reseller shall make no representations or warranties on behalf of MarketLink Services, Inc.. Reseller shall make no representations to its customers or other third parties regarding the Products except as set forth in the applicable documentation and approved marketing materials as stated by MarketLink Services, Inc.

**7. Term** This Agreement shall commence on the Effective Date set forth above and shall continue for an initial term of one year, unless terminated earlier pursuant to a provision herein. Thereafter, MarketLink Services, Inc. may extend this agreement after review of Reseller's performance hereunder. Either party may terminate the Agreement any time.

**8. Duties Upon Termination** Upon termination of this Agreement for any reason, Reseller shall cease to distribute, sell, or provide the Products and documentation, as well as copies of promotional materials that may have been supplied by MarketLink Services, Inc. or created by Reseller. Reseller shall return to MarketLink Services, Inc. any and all materials received from MarketLink Services, Inc. under or pursuant to this Agreement.

**9. Limitation of Liability** MARKETLINK SERVICES, INC.'S LIABILITY ARISING OUT OF THIS AGREEMENT, SALE OF THE MARKETLINK SERVICES, INC. PRODUCTS, OR PROVISION OF SUPPORT SERVICES SHALL BE LIMITED TO THE AMOUNT PAID BY THE RESELLER FOR THE MARKETLINK SERVICES, INC. PRODUCTS OR SUPPORT SERVICES. IN NO EVENT SHALL MARKETLINK SERVICES, INC. BE LIABLE TO RESELLER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT MARKETLINK SERVICES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**10. General**

**10.1.Independent Contractors.** It is expressly agreed that MarketLink Services, Inc. and Reseller are acting hereunder as independent contractors; employees of one party shall not be deemed the employees of the other for any purpose.

**10.2.Assignment.** This Agreement is not assignable by Reseller without the prior written consent of MarketLink Services, Inc. This Agreement is assignable without consent of Reseller by MarketLink Services, Inc. to any successor, affiliate, subsidiary, or parent company of MarketLink Services, Inc.

**10.3. Other Distribution.** Nothing in this Agreement shall be deemed to preclude MarketLink Services, Inc. from selling, marketing, distributing, or licensing the Products, domestically

or worldwide, as it deems appropriate, or from appointing or contracting with others to do so.

**10.4. Export Compliance.** The rights and obligations of Reseller shall be subject to such United States laws and regulations as shall from time to time govern the license and delivery of product and technology abroad by persons subject to the jurisdiction of the United States. Reseller (or any agent) agrees that MarketLink Services, Inc. shall not appear as an exporter on any document used for export control purposes. Reseller shall certify that it shall not, directly or indirectly, export, re-export or transship the MarketLink Services, Inc. Products or any parts or copies thereof in such manner as to violate such laws and regulations in effect from time to time. Reseller shall indemnify and hold harmless MarketLink Services, Inc. from and against any and all losses, claims and expenses incurred by MarketLink Services, Inc. as a result of the breach of Reseller's obligations under this Section.

**10.5. Governing Law.** This Agreement shall be governed and construed under the laws of the State of Michigan, without reference to conflicts of law principles. The prevailing Party in any legal action brought by one Party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees.

In witness whereof, the parties hereto have executed this Agreement by a duly authorized representative as of the date set forth above.

**Reseller**

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

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

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

Date: \_\_\_\_\_

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

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

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

**MarketLink Services, Inc.**

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

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

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

Date: \_\_\_\_\_

Address: 42400 Nine Mile Rd.

Novi, MI 48375

Phone: 248.347.8890

Fax: 248.347.8894

# MarketLink VAR Agreement

## Attachment A

### **Manufacturer Clients:**

The VAR identified in this agreement unless specifically excluded in writing may represent any or all of MarketLink Services Clients which can be found on the MarketLink Services VAR Portal.