



Manufacturing Information Systems Inc.
217-4 Maxham Meadow Way Suite 2G
Woodstock, VT 05091
(802) 457-4600

Manufacturing Information Systems, Inc. – Value Added Reseller Agreement

This Agreement is between Manufacturing Information Systems, Inc. (“MISys”) of 217-4 Maxham Meadow Way Suite 2G, Woodstock, Vermont, United States of America, and you, “Value Added Reseller”, or “VAR”.

Purpose:

The purpose of this Agreement is to clearly define the commitments of MISys and VAR, as well as the financial terms and conditions of the relationship.

MISys commits to:

1. maintain the MISys Manufacturing software (the “Software”).
 - a. fix bugs found in the Software.
 - b. integrate the Software with the designated accounting software systems (current version minus 1).
 - c. defend the trademarks and intellectual property of the Software.
2. provide Standard Technical Support directly to end users. Priority Technical Support is available for an additional fee.
3. provide free Priority Technical Support to VAR.
4. provide VAR with marketing materials, quoting tools, technical documents and other resources through the Partner Resource Center at www.misysinc.com/partners.
5. provide VAR with sales support.
6. provide VAR with a fully functional, not-for-resale (NFR) copy of the Software.
7. provide VAR with free on-line training opportunities.
8. build the brand name of the Software through co-marketing activities.
9. recognize VAR as the “Dealer of Record” when VAR is the first to register a lead for that end user or is expressly identified (in writing) as such by the end user.

VAR commits to:

1. actively market Software solutions to new and existing clients.
2. register at least 10 leads per year for Software using the online form.
3. manage at least 3 Software implementations per year.
4. purchase a license for the Software on clients’ behalf and collect funds directly from the customer.
5. pay the Annual Maintenance and Licensing Fees (AMLFs) on clients’ behalf and collect funds directly from the customer.
6. refer technical support questions directly to MISys.
7. develop competency in the Software.
8. provide end users with help and advice on related Software applications(i.e. 3rd party MISys integrations).
9. provide MISys at least one customer recommendation of VAR’s services within 12 months of signing this Agreement.
10. make every effort to participate in MISys Manufacturing VAR calls and training sessions offered from time to time throughout the year.

Financial Terms and Conditions:

1. On the initial licensing of modules and user licenses of the Software, VAR will receive a discount of 35% off the MSRP (net of any negotiated discount or promotional pricing).

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MISys is a trademark of Manufacturing Information Systems, Inc.



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2. On the payment of the first year's Annual Maintenance and Licensing Fees (AMLF), VAR will receive a discount of 20% off the MSRP.
3. On the payment of subsequent years AMLF, VAR will receive a discount of 10% off the MSRP for as long as the VAR is the Partner of Record.
4. VAR will collect from the end user the licensing and maintenance fees for the Software and pay MISys the discounted fees:
 - a. initial license fee and 1st year AMLF.
 - b. additional modules, databases, user licenses and other features to the Software not included in initial licensing fee.
 - c. renewals of the AMLF.
 - d. payment is to be made to MISys within 30 calendar days.
5. A valid credit card must be on file with MISys to be used on the 30th day from licensing if payment is not received.
6. If an end user returns the Software within the designated money-back guarantee period, MISys will refund the money to the VAR who will return the full amount collected for the Software purchase to the end user.
7. Prior to the issuance of the Software license, end users must execute the MISys Manufacturing Purchase Agreement which includes the End User License Agreement (EULA) and mandatory AMLF.
8. The assessment or collection of any consulting fees charged by VAR to the end user for any services other than the licensing fees of the Software are between the VAR and End User.
9. Nothing in this Agreement is intended to, or should be construed to create a partnership, agency, franchise, joint venture or employment relationship between MISys and VAR.

* The discounts will apply to all leads registered after the execution of this Agreement. Any leads registered prior to the execution of this Agreement will qualify for the partner level previously agreed to.

Terminating the Agreement.

This Agreement will remain in effect unless cancelled by either party in writing with at least 60 days written notice (1) for cause because the other party failed to deliver on its commitments as described in this agreement, or (2) without cause. This Agreement will terminate immediately upon the insolvency or material change in ownership of either party.

Revision Date: December 4, 2018

If you agree to the terms of this contract, visit <https://misysinc.com/partner-agreement/> and submit the form.