

Reseller Agreement

DEFINITIONS

"AthTek" refers to AthTek Software, Inc., a software development corporation.

"Program" refers to the AthTek Software Reseller Program.

"Products" refers to the AthTek products available for resale by the Reseller. Product is [AthTek NetWalk](#) at monitor-tool.com.

"Reseller" refers to a legally certified reseller of products and a member of the AthTek Software Reseller Program.

"End User" refers to Reseller's customers; that is, the party to whom Reseller resells Products.

TERMS

1. AthTek provides Software products that can be resold by Reseller, along with the price list, Reseller purchase discount, and return policies. Upon acceptance into the Program, Reseller shall have the right to purchase Products from AthTek for resale to their End User customers. AthTek reserves the right to upgrade products or change the Products prices at any time without prior notice. Reseller may establish at its own discretion the resale price of Products.

2. Product prices which resellers have received are exclusive of any taxes, fees, duties, value added, withholding, or other such amounts. Reseller shall certify to AthTek that Reseller has real resale ability for their state or other applicable region. AthTek 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 AthTek.

4. Reseller shall finish the payment to AthTek once the reseller agreement has been signed. Failure of Reseller to collect payment for Product from End User shall not relieve Reseller of their obligation to pay any monies due to AthTek. AthTek reserves the right to charge

interest on any past-due amounts at an annual rate equal to the Prime Rate as published by the Wall Street Journal plus five (5) points, or the maximum rate permitted by law, whichever is less.

5. Upon purchase of Product, AthTek shall issue any registration codes necessary to unlock Product for use by End User. Reseller agrees to use each registration code for exactly one copy of Product sold to End User, or as otherwise instructed by AthTek. 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 AthTek.

RIGHTS AND OBLIGATIONS OF RESELLER

6. 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.

7. Reseller shall be responsible for all End User customer support, technical support, billing, and collection of payments from End User.

8. End Users shall be considered primarily to be the customer of Reseller. AthTek will honor Reseller's request to contact or not to contact End User in the normal course of business. However, AthTek reserves the right to maintain lists of End Users and contact End User if the need arises.

9. Reseller shall not send or cause to be sent any unsolicited email ("spam"), including newsgroup postings, regarding Products or services involving Products.

10. Reseller shall indemnify and hold AthTek 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.

11. Reseller shall be authorized to use certain AthTek trademarks, graphics, symbols, or other content for use in promotion of Products. Such materials are to be provided by AthTek to reseller with the express intent of their use for such purposes. Use of such content shall be subject to AthTek's usage policies, which AthTek reserves the

right to change at any time for any reason. Reseller may also create their own content relating to Products, which AthTek shall have the right to prevent Reseller from using if AthTek finds it to be objectionable or for any other reason. AthTek shall have no ownership rights or any other rights to content independently created by Reseller, except as provided for above.

RIGHTS AND OBLIGATIONS OF ATHTEK

12. AthTek shall extend to Reseller its normal return/credit policy to maximum 30 days. Reseller shall be responsible for any and all refunds to be issued to End User.
13. AthTek reserves the right to refuse Reseller the right to promote AthTek, Products, or any other affiliation with AthTek.
14. AthTek shall not be responsible for Acts of God, acts by third parties, or other events outside AthTek's reasonable control.
15. Nothing in this Agreement shall prohibit AthTek from selling Products directly to any customer desired without involvement of or obligation to Reseller.
16. 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 shall not use any Product as the part of Reseller's own product or service without express written approval of AthTek.
17. Reseller agrees that all of AthTek's rights, including but not limited to, intellectual property rights, trademarks, and copyrights, shall fully remain with AthTek. Reseller shall act merely as a reseller of Products, and shall gain no rights over AthTek or Products.

ACCEPTANCE AND TERMINATION

18. This Agreement shall become effective on and as of the date of execution of the Agreement by the parties to this Agreement.
19. Once accepted into the Program, this Agreement between AthTek and Reseller shall remain in force until cancelled by either party; AthTek may cancel the Agreement at any time for any reliable reason,

and Reseller may cancel with no less than forty-five (45) days written notice. Termination of the Agreement shall not relieve Reseller of the obligation to pay any monies due to AthTek. Upon termination Reseller shall lose all rights granted under this Agreement.

20. Both AthTek and Reseller agree that this Agreement does not establish an employer-employee relationship between AthTek 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 be construed to be a legal partner of AthTek. Neither party shall have the right to incur any obligations on behalf of the other, except as otherwise provided herein.

21. This Agreement shall be governed by the laws of the People's Republic of China. 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. Any actions brought under this Agreement shall be brought before the Shanghai People's Court, Putuo district.

22. ATHTEK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY WAY OF EXAMPLE BUT NOT OF LIMITATION, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ATHTEK 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.

23. Reseller shall not assign, transfer, and/or otherwise sell their rights in this Agreement without first obtaining in the writing the express permission of AthTek.

24. 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 AthTek.

This Agreement is agreed to by the undersigned parties.