

“NAVIGATE PRO” APP RESELLER AGREEMENT

Version 2.0

Confidential Information

This document may contain confidential and/or proprietary information, covered by the current legislation and company secrecy, therefore it cannot be diffused without explicit permission by Info Studi.



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1. The Parties

- 1.1 This Agreement (hereinafter named “the Agreement”) has been entered into by the following parties:

Info Studi s.r.l., Via L. Ariosto, 21 – 20091 Bresso (MI) – ITALY – VAT Reg. No. 00924450968

- hereinafter called “Info Studi”

And

Company Name	_____
Address	_____
Country	_____
Company Reg. No.	_____
MSBC (Voice) ID	_____
Email	_____

- hereinafter named “Reseller”

- individually “a party” and jointly “the parties”

Preamble

Reseller is certified “Value Added Reseller” of the Microsoft Corporation or its affiliated companies. As such, Reseller distributes software called Microsoft Dynamics NAV / Microsoft Dynamics 365 Business Central to his Customer(s). Info Studi develops, distributes and License(s) software for Microsoft Dynamics NAV/BC, which provides additional functions for this system. Reseller intends to purchase Info Studi’s software for Microsoft Dynamics NAV/BC in order to resell it to his Customer(s).

2. Objective of the Agreement

- 2.1 The purpose of this Agreement is to grant Reseller permission to sell Info Studi’s App “Navigate Pro” (hereinafter named “the Product”) and relative services, pursuant to the current Price List.
- 2.2 The Product may be sold as Perpetual License(s) (for On Premises configuration) and/or Subscription License(s) (for On Cloud configuration).

3. Relationship of the parties

- 3.1 Reseller shall buy and sell the Product in his own name and for his own account and shall act as an independent trader in relation both to Info Studi and to his Customer(s).
- 3.2 Reseller’s right according to this Agreement is on a non-exclusive basis.
- 3.3 The Reseller shall, with every sale of Product, ensure that the end-user accepts the terms and conditions of the current EULA (End User License Agreement).
- 3.4 Info Studi provides corrective, evolutionary, ordinary, and extraordinary maintenance for the Product that might be rolled-out as software upgrades or patches that may be optional or mandatory to install.

Info Studi reserves the unilateral right to define if, when and how to create and distribute software upgrades and patches.

- 3.5 Info Studi is entitled to change the EULA with a notice of 30 days where after Reseller is obliged to apply the new version.
- 3.6 Reseller is not entitled to represent Info Studi in any legal transactions. Neither Party shall declare or promise anything to third parties or commit the other Party to any services for a Customer(s) without prior written consent of the other party.
- 3.7 During the term of the Agreement, Reseller may use one – or if required more – copy (copies) of Product for his own use. He may use such copies for practice, testing and demonstration purposes only.
- 3.8 Except in cases directly provided by The App, Reseller is not entitled to make any modifications on Product, i.e. enhance Product to serve the Customer(s) individual requirements. Such Modifications will be implemented exclusively by Info Studi according to section 4 and 5.
- 3.9 This Agreement may be extended to Reseller's affiliated companies. In order to include such companies into the Agreement, Reseller must communicate to Info Studi in a written form, the name and the address of each company. Reseller will provide the respective affiliated company with a copy of this Agreement. The contractual relationship between Info Studi and the respective affiliated company will then be governed by this Agreement.
- 3.10 Reseller is obliged to make best efforts to re-sell Info Studi Product. Reseller will comply with all relevant provisions of competition and other laws.
- 3.11 Reseller will re-sell Info Studi Product under the Info Studi trademarks and will maintain all corresponding brands within his performance for a Customer(s); Reseller will inform Customer(s) which solutions delivered by him are based on Info Studi Software. All Intellectual Properties and copyright mentions attached in any way to Info Studi Software (including source code) must be respected and must not be removed.

4. Trademarks, copyright etc.

- 4.1 Info Studi shall retain all proprietary rights associated with the Product including copyright, registered logotypes and trademarks. Reseller is however allowed to use Info Studi's trademarks in conjunction with the sale and marketing of the Product if this Agreement is in force.
- 4.2 If Reseller becomes aware of any actual or possible infringement of Info Studi's right to the Product, Reseller is obliged to immediately inform Info Studi and to assist Info Studi in any necessary actions in order to avoid further infringements.

5. Changes in Products, reverse engineering etc.

- 5.1 Reseller is not allowed to conduct any reverse engineering, decompilation or any other method for disclosing the system behind the application.
- 5.2 Reseller has no right to implement modifications within Info Studi Product. However, Reseller may conclude contracts with his Customer(s) in order to subcontract Info Studi with the delivery of such Customer-specific modifications. Reseller will then inform his Customer(s) that Info Studi will act as subcontractor. To assess feasibility of modifications, Reseller is obliged, before entering in such Agreement, to coordinate with Info Studi if, how far and for what price modifications can be implemented. Info Studi will then modify, change and develop the software to the individual requirements of the Customer(s) and will invoice such services to Reseller. Modifications must be ordered in writing and require explicit acceptance by Info Studi. Info Studi will provide Reseller with an individual offer according to the current Price List. The Reseller's margin is laid down in the same Price List.

6. Prices and terms of delivery

- 6.1 Info Studi will sell the Product to Reseller at the price of the current Customer(s) Price List minus the Partner discount. Reseller can follow the recommended Customer(s) Price List when selling to Customer(s), but is not obliged to this.
- 6.2 The Reseller discounts are calculated from the Customer(s) Price List, in order to form a dedicated price list.
- 6.3 The Reseller will only qualify for the sell and the discount if it is the Partner of Record of its Customer(s).
- 6.4 Info Studi is entitled to change prices and other terms of payment and delivery for the Product during the contract period. Such an alteration shall enter in to force in 30 days after Reseller has received written (i.e. via e-mail) notice about this from Info Studi.
- 6.5 After receiving the Purchase Order from Reseller Info Studi invoices the Reseller according to the number of License(s).
- 6.6 Info Studi is entitled to consider any Product installation to the Reseller's Customer(s) as a Reseller's purchase order and is therefore authorized to invoice the amounts owed.

7. Support

- 7.1 Info Studi won't provide support directly to the Customer(s) of the Reseller, but only to the Reseller according to the current Price List.

8. Info Studi's obligations

- 8.1 Info Studi shall be obliged to offer new releases of the Product to be distributed by Reseller under this Agreement.
- 8.2 Info Studi won't contact Reseller's Customer(s) without Reseller's authorization.

9. Damages

- 9.1 None of the parties are liable for loss of Production, loss of profit or other indirect loss.
- 9.2 It is especially agreed that in the event of termination of this Agreement none of the Parties will be entitled to compensation or any other damages for loss of future income, loss of goodwill etc.

10. Terms and termination of the Agreement

- 10.1 This Agreement is valid in periods of 12 months, starting with the date of signing.
- 10.2 Each party has the right to terminate the Agreement by written notice to the other party no later than 30 days prior to the expiry of the period of the Agreement. If the Agreement is not terminated it is automatically prolonged by twelve (12) months at a time (the above-mentioned term of notice to apply for each new period).
- 10.3 Info Studi is entitled to terminate the Agreement in writing without notice if Reseller is declared bankrupt, cancels its payments, enters into liquidation, commences composition negotiations or after 60 days from the last due date of payments.
- 10.4 A party is entitled to an immediate termination of the Agreement if a party commits material breach and does not correct the breach within 45 days after the party has been called upon to do so.

11. Other provisions

- 11.1 Each of the parties undertakes to not disclose any confidential information about the other to any third party. This undertaking of confidentiality shall remain in effect even after the termination of the main contract. Reseller is prohibited, except for the purpose of exercising his obligations under this contract, to make use of confidential information about Info Studi.

- 11.2 Info Studi shall be entitled to transfer rights and obligations according to this Agreement to any third party without prior accept of Reseller.
- 11.3 This Agreement with its appendices is the sole Agreement between the parties. Alterations or additions to the Agreement shall be made in writing and shall be signed by both parties. Info Studi is, however, entitled to unilaterally change the terms in the appendices or related document to the Agreement including the current Price List. Such alterations shall enter into force 30 days after Reseller has been informed of this in writing. If one or more of the provisions of the Agreement should prove unenforceable, this shall not be deemed to affect any other provision therein. The invalid provision shall in such case be replaced with other ones, which are as far as possible reflecting the intentions of the invalid provision.
- 11.4 The Agreement shall be governed by Italian law and any dispute shall be settled before the Court of Milan (Italy).

12. Related documents

- Price List
- Order Form
- EULA - End User License Agreement

13. Signatures

IN WITNESS WHEREOF, the Parties hereto, have executed this Agreement in two (2) identical originals by their duly authorized officers.

.....
Location & Date [Reseller]

.....
Position, Signature

.....
Location & Date [Info Studi]

.....
Position, Signature