

## AUTHORIZED RESELLER AGREEMENT

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This Agreement set forth the terms and conditions under which Stonesoft Corporation ("Stonesoft") and (Company) will agree that the Company will act as **Authorized Reseller** ("AR") for Stonesoft.

### **TO REGISTER AS AN AR WITH STONESOFT, YOUR COMPANY MUST ACCEPT THESE TERMS AND CONDITIONS**

#### **DEFINITIONS**

"Customer(s)" means AR's end user customer(s).

"Distributor" means certified distributor, which sells Stonesoft products to AR.

"1<sup>st</sup> line Support and Maintenance Services" means the support services provided by the Distributor or AR (in the event that AR provides 1<sup>st</sup> line Support and Maintenance Services) to Customers.

"2<sup>nd</sup> line Support and Maintenance Services" means support services provided by Stonesoft to Distributor or AR (in the event that AR provides 1<sup>st</sup> line Support and Maintenance Services).

"Product(s)" means those commercially available products produced by Stonesoft including both hardware and software solutions and any third party components.

"Program Guide" means the then current Stonesoft Channel Partner Program Guide available at Stonesoft's Partner Site (<https://partner.stonesoft.com>)

"Trademark(s)" means names and designations by which any of the Products are known, including but not limited to the name "Stonesoft™", "StoneBeat™"

#### **1. RIGHTS AND OBLIGATIONS**

**1.1** Distributors are authorized to sell Products only to the AR's who have fulfilled the required authorization requirements and achieved AR status provided by Stonesoft.

**1.2** Key requirements for becoming an AR are minimum organization and resources to successfully sell Products as specified in the Program Guide and sales organization trained by the Distributor.

**1.3** Stonesoft hereby provides to AR the AR status. AR has right, but no obligation, to purchase Products from the Distributor for the purposes of marketing, reselling, delivering, and installing Products to the Customers. All commercial terms of sale and delivery of Products shall be agreed between the Distributor and the AR. In no event shall Stonesoft be liable for any damages to AR or to any of its Customer for any delay or error in delivery of Products.

**1.5** AR shall use its best efforts to market and promote Products and related Support and Maintenance Services to its Customers.

**1.6** AR shall be free to set its own pricing for all Products and Services. Stonesoft's recommended retail price lists for most Products and services are available at Stonesoft's Web site (<https://partner.stonesoft.com>).

#### **2. BENEFITS**

**2.1** AR shall receive the following benefits specified in detail in Program Guide:

1. AR will be listed as a Partner on Stonesoft Web site.
2. Access to the Stonesoft Partner Web site.
3. Access to Stonesoft marketing materials and sales tools.
4. Attendance to the Demo unit program.
5. Opportunity to become a 1<sup>st</sup> line Support and Maintenance Partner.

These benefits may be modified as specified in the Program Guide.

#### **3. TRADEMARKS**

Stonesoft hereby grants the AR right to use the Trademarks in its marketing and selling of the Products in accordance with the then current Stonesoft instructions as described in the Program Guide.

#### **4. SUPPORT AND MAINTENANCE**

If AR becomes Stonesoft Certified Support and Maintenance Partner, AR shall provide 1<sup>st</sup>-line Support and Maintenance Services to its Customers as set forth in the Support and Maintenance Attachment. In such case, Stonesoft will provide 2<sup>nd</sup> -line Support to AR against the payment of an annual fee.

#### **5. TERM**

This Agreement shall continue in force until terminated by either party by giving a 90 days prior written notice.

Upon termination of this Agreement AR shall immediately cease all use of the Trademarks.

#### **6. GENERAL**

The Agreement shall be construed in accordance with the laws of Finland.