

IMSCAD Cloud Reseller Agreement

IMSCAD Cloud and Xxxx

1. Background

1.1. IMSCAD Cloud and its sister company IMSCAD Global Ltd have been at the forefront of Graphics Virtualization for many years, working with NVIDIA, Intel and AMD. They are a UK based Consultancy who have delivered 100s of Virtualized solutions with Graphical Applications. IMSCAD Cloud has been set up to offer a VDI offering, for all user desktops as well as high end Graphical users. They work globally and can support locally if required. They offer a unique fully managed service offering for VDI and are skilled in both Citrix and VMware when using Graphical Applications and all the complexities of getting the best performance out of any applications. IMSCAD Cloud's experience in this field is second to none, they offer demos, PoC's and consulting through to full deployments for VDI solutions utilising IMSCAD Cloud. IMSCAD Cloud can offer this service as a white label offering to those partners that wish to offer this solution to their customers as their own.

1.2. IMSCAD and Xxxx therefore plan to work together to assist customers wishing to implement a cloud based VDI solution.

2. Opportunity Registration

2.1. IMSCAD Cloud operate an opportunity registration program to determine which Partner they will support with each particular customer. E-mail leads to leadreg@IMSCAD Cloud.com

2.2. IMSCAD Cloud's policy, is generally to support the first Partner to bring a customer to their attention. IMSCAD Cloud will flag such a customer in their CRM system as belonging to that Partner and not support another Partner in providing to that customer unless one of the following occurs: Either the customer clearly states to IMSCAD Cloud that they prefer to work with another Partner, or the Partner who has registered the opportunity voluntarily relinquishes the opportunity registration, or a period of 6 months elapses without any progress or contact with IMSCAD Cloud being made by the registering Partner.

2.3. IMSCAD Cloud confirms that they have measures in place to avoid another Partner bulk registering lists of companies in general, or of Xxxx customers in particular.

2.4. IMSCAD Cloud confirm that their CRM system and staff training are sufficiently robust to ensure that a competitor will never be supported by IMSCAD Cloud on a Xxxx registered opportunity.

3. Sales Activities

3.1. Once an opportunity has been registered, IMSCAD Cloud will discuss the opportunity with Xxxx Account Manager before any further discussion, presentations, meeting, conference call, etc, with the customer.

3.2. Xxxx to decide how the opportunity is managed, whether driven by Xxxx with support from IMSCAD Cloud, or driven by IMSCAD Cloud directly.

3.3. In the case of an IMSCAD driven opportunity, IMSCAD to provide Xxxx with regular progress reports at intervals to be agreed with the Xxxx Account Manager. IMSCAD Cloud to also give the Xxxx Account Manager and/or Xxxx technical staff plenty of notice of any meetings, conference calls, web demos or webinars in order that they may attend.

3.4. Xxxx to have sole discretion over how the eventual customer sale is transacted. Whether the customer orders from IMSCAD Cloud and Xxxx invoice IMSCAD Cloud a finder's fee, or whether customer orders from Xxxx and Xxxx purchase products and services from IMSCAD.

4. Fees and Commission

4.1. VDI service revenue sold to the customer by Xxxx, IMSCAD Cloud to invoice Xxxx at \$1000 USD per day, Xxxx to invoice customer as they see fit.

Example: IMSCAD Cloud VDI Services sold to customer by Xxxx, IMSCAD Cloud invoice Xxxx at \$1000 USD per day, Xxxx invoice the customer at \$1500 USD per day.

4.2. Support Contract revenue sold to the customer by Xxxx, IMSCAD to invoice Xxxx at \$25 USD per desktop per month, Xxxx to invoice customer as they see fit.

Example: IMSCAD Cloud Support Contract Revenue sold to customer by Xxxx, IMSCAD Cloud invoice Xxxx at \$25 USD per day, Xxxx invoice the customer at \$35 USD per day.

5. Non-Competition

5.1. Any restrictions on IMSCAD Cloud and Xxxx in this agreement will also apply to any other companies within their groups.

5.2. IMSCAD Cloud to ensure that their staff contracts of employment protect Xxxx against those employees leaving to join Xxxx competitors and seeking to entice Xxxx customers.

5.3. IMSCAD Cloud and Xxxx shall not entice away each other's staff while this agreement is in place and for a period of 12 months afterwards.



5.4. The customer shall remain an Xxxx customer for the purpose of all future sales after the initial project or engagement. IMSCAD Cloud shall not sell direct to Xxxx customers without Xxxx approval while this agreement is in place.

5.5. Both parties agree to maintain the confidentiality of all Business Information and Intellectual Property of the other party that they may become privy to, and to prevent its Unauthorised Disclosure to any other third party.

5.6. This agreement is to remain in force until further notice unless cancelled by either party giving 3 months notice in writing.

6. Joint Marketing

6.1. IMSCAD Cloud and Xxxx agree and commit to the adoption of the marketing strategies as detailed in the Partner Marketing Agreement (see attachment A)

6.2. IMSCAD Cloud and Xxxx may from time to time engage in joint marketing activities. The apportionment of the costs of these activities to be agreed on a case by case basis. Follow-through of these activities to be agreed on a case-by-case basis, but always on the basis that any leads and opportunities arising shall be automatically registered by IMSCAD Cloud as Xxxx opportunities.

7. Governing Law and Jurisdiction

8.1. This Agreement and any dispute or claim arising out of, or in connection with, it or its subject matter or formation shall be governed by and construed in accordance with English law.

8.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.



8. Signatures

Signed on behalf of Xxxx:

Print Name:

Title:

Dated:

Signed on behalf of IMSCAD Cloud:

Print Name:

Title:

Dated:



Attachment A - Partner Marketing Agreement

IMSCAD Cloud Agrees To:

Internal training webinar for Sales & Technical staff. This will cover an overview of IMSCAD Cloud VDI offering, an introduction to IMSCAD Cloud, marketing strategy, the sales process, communication channels, example server specifications, solution costs, typical installations, client success stories and a Q&A session. Additional and periodic training is recommended for both Sales & Technical staff (dates TBA).

We will supply Sales Support Tools - Summary Key Benefits, Who & How to Target Customers, Solution Summary Costs and Sales Power Point Presentation.

Demo access to offer during sales meetings and client demonstrations

Hosting, management and presentation of client facing webinars, including content production. We can provide assistance in presentations or marketing material to support you in presenting IMSCAD Cloud to customers.

We will allocate you an Account Manager (Preferred Partner only) to provide support with marketing and throughout the sales process.

Xxxx 'Preferred Partner' Agrees To:

Announcement of partnership agreement with IMSCAD Cloud and that your organisation now offers IMSCAD Cloud VDI offering as part of your product portfolio, this can be linked to initial customer webinar invite (sample press-release available).

Announcement on web site via news feature, home/landing page banner to include hyperlink to IMSCAD Cloud.com (logo artwork available).

A page, area or section of website to be allocated to IMSCAD Cloud VDI offering, explaining the key benefits (relevant content and copy available).

Customer Webinar focusing on the key business benefits of adopting a VDI solution. Invitations to be sent to all existing clients and database potentials. This webinar can be hosted and fully managed by IMSCAD Cloud or jointly hosted (agreement on exact content can be discussed).

Quarterly events either online or in person with Xxxx customers.

Quarterly face to face meetings to discuss leads and potential sales.