

**3D Technologies**  
**Product Reseller Agreement**

## **3D Technologies Product Reseller Agreement**

### **1.0 Products:**

3D Technologies grants RESELLER NAME the non-exclusive right to resell current versions of 3D Technologies' ScanControl software, and various other 3D Technologies scanner accessories, from the RESELLER NAME Web Site.

### **2.0 Reseller Product IDs and Pricing:**

3D Technologies will create new Product ID numbers that are unique to RESELLER NAME for the purposes of automating the order processing, pricing and order fulfillment steps. These Product ID numbers MUST appear on the email order that is sent to 3D Technologies automated order processing system (see attached email template in Appendix B of this document). These new Product ID numbers and their reseller pricing (cost to RESELLER NAME ) are listed in Appendix A of this document:

### **3.0 End User Pricing:**

RESELLER NAME agrees to offer ScanControl software and accessories for resale from their Web Site maintaining the above pricing to the End User. This End User pricing is consistent with, and must remain consistent with, the published retail (End User) price on the 3D Technologies ScanControl Web Site ([www.scannersoft.com](http://www.scannersoft.com)). RESELLER NAME agrees not to resell ScanControl Software and accessories at any price above or below the published retail price on the 3D Technologies ScanControl Web Site. 3D Technologies agrees not sell ScanControl Software and accessories at any retail price above or below the published retail price being offered on the RESELLER NAME Web Site without a minimum 14 day written notice to RESELLER NAME of a planned price increase or decrease.

### **4.0 Shipping Charges:**

Accessories will be drop shipped via UPS Ground, 2nd Day Air or Next Day Air directly to the End User. RESELLER NAME will be billed for actual shipping charges, therefore End Users should be charged for shipping from 3D Technologies location in Doylestown, PA, 18901.

### **5.0 Reseller Marketing Responsibilities:**

RESELLER NAME agrees to make reasonable efforts to promote and market 3D Technologies products. At a minimum this must include a prominent link, or links, located within the top 1/3 of the Home Page of the RESELLER NAME Web Site, linking the prospective customer to the 3D Technologies product details and ordering mechanism located on the RESELLER NAME Web Site.

### **6.0 Order Processing:**

1. RESELLER NAME accepts End User orders for ScanControl Software and accessories through their Web Site via phone order or via Shopping Cart.
2. RESELLER NAME sends an email, 1 per order, to 3D Technologies that conforms to the attached email order template (see Appendix B or this document).
3. 3D Technologies processes the email order within 30 minutes of receipt.

## **3D Technologies Product Reseller Agreement**

4. Download orders result in an automatic email sent directly to the End User containing the unique Download Link for that customer. RESELLER NAME can receive a confirmation copy of this download email (excluding the link) if they desire.
5. CD and accessory orders result in an automatic email sent directly to the End User confirming the order and committing to shipment on in stock items within 1 business day. RESELLER NAME can receive a confirmation copy of this email if they desire.
6. End User will receive a second email when merchandise ships containing shipment information and shipment tracking numbers. RESELLER NAME can receive a copy of this shipment information via email if desired.
7. As part of the resale order process RESELLER NAME agrees to provide to 3D Technologies all relevant customer information such as full name, email address and shipping address so that 3D Technologies can process the order and maintain its' comprehensive customer database.

### **7.0 Payment Terms:**

At the end of each calendar month 3D Technologies will invoice RESELLER NAME via email for the total amount of reseller sales and shipping charges incurred for that month. Payment terms for each monthly invoice are net 5 days. RESELLER NAME agrees to pay the invoiced amount to 3D Technologies by company check or electronic means (e.g. PayPal).

### **8.0 Product Support, Upgrades & Returns:**

1. 3D Technologies will provide all product support, upgrade support and End User support for copies of ScanControl software and for accessories sold through the RESELLER NAME Web Site.
2. Upgrades will be available to RESELLER NAME ScanControl customers through the existing upgrade policies and links published on the 3D Technologies Web Site ([www.scannersoft.com](http://www.scannersoft.com)). Chargeable upgrades will have to be purchased through the 3D Technologies ScanControl Web Site.
3. Merchandise returns require a Return Material Authorization (RMA) # from 3D Technologies. RMA #'s can be obtained by having the End User email 3D Technologies at [eorders@3dtechnet.com](mailto:eorders@3dtechnet.com).

### **9.0 Reseller Price Protection:**

Reseller pricing to RESELLER NAME will track with published End User pricing from 3D Technologies minus the agreed to margin amount on each item.

### **10.0 Cancellation:**

Either party has the right to cancel this agreement at any time with 90 days written notice to the other party of their intent to cancel.

### **11.0 Term of Agreement:**

This Agreement, once executed, will be in effect for a period of 12 months unless cancelled under the cancellation provision above. This Agreement can be

**3D Technologies Product Reseller Agreement**

renewed for subsequent 12 month periods via executed amendment between both parties.

**12.0 Contact Information:**

Upon execution please provide the following information to 3D Technologies:

Primary Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address for order confirmations to be sent to RESELLER NAME (copies of emails sent to End Users)

\_\_\_\_\_
Email Address to be placed on emails sent to End Users (i.e. the address you want End Users to see when they receive emails related to their order)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Kenneth C. Dragos

????????????????

\_\_\_\_\_  
Owner  
3D Technologies

\_\_\_\_\_  
RESELLER NAME

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## APPENDIX A

Pricing to be determined ...

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### APPENDIX B

3D Technologies Email Order Template – RESELLER NAME

For each unique customer order RESELLER NAME will send an email formatted as described below.

#### *Email Message Header Fields:*

TO: eorders@3dtechnet.com \*\*  
FROM: (whatever your email addr is) \*\*  
SUBJ: RESELLER NAME SOFTWARE ORDER \*\* Must Be This Exact String for Software (case matters)  
OR  
SUBJ: RESELLER NAME HARDWARE ORDER \*\* Must Be This Exact String for Hardware (case matters)

#### *Body of Email:*

Order Date: 09/07/2004

#### PRODUCT INFORMATION--

Quantity: 1  
Product: ScanControl Full Version via Download  
PROD ID: XXX-SCFULL

This section  
gets repeated  
for each item  
on the order.

\*\*  
\*\* Must Be Valid Reseller Product ID (case matters)

#### CUSTOMER INFORMATION -----

NAME: Firstname Lastname \*\*  
ADDRESS1: 123 Anystreet \*\*  
ADDRESS2:  
CITY: Anytown \*\*  
STATE: NJ \*\*

### 3D Technologies Product Reseller Agreement

PROVINCE  
ZIP: 07001 \*\*  
COUNTRY: US  
PHONE:  
EMAIL: address@domain.com \*\*  
SHIP METHOD: UPS Gnd \*\*

Must have cust  
email addr. or  
order cannot be  
processed!

Req'd if Hardware Order

SHIPPING INFORMATION -----

(If Different From CUST INFO)

NAME:  
ADDRESS1:  
ADDRESS2:  
CITY:  
STATE:  
PROVINCE  
ZIP:  
COUNTRY:

\*\* = Required Fields