



## RESELLER AGREEMENT

### Completion Instructions

Fax Application to 718-228-5899.

### Questions

Email [reseller@qmbolutions.com](mailto:reseller@qmbolutions.com) or call 718-850-7475 x112.

### Reseller Information

Business Name:

Website:

Address:

City:

State:

Zip Code:

EIN/Tax ID:

Primary Contact:

Title:

Phone:

Fax:

Cell:

Email:

List business software companies you represent:

This agreement is made by and between QMB Solutions, a division of Quality Medical Billing, Inc., a New York corporation (hereafter referred to as "QMB Solutions") of Kew Gardens, NY and the undersigned Reseller (hereafter referred to as "Reseller").

### 1. APPOINTMENT AND ACCEPTANCE

Subject to the terms and conditions of this Agreement, QMB Solutions appoints the Reseller as a non-exclusive authorized Reseller of the QMB Solutions Products listed in Schedule A (hereafter referred to as "Products"). Reseller hereby accepts such appointment and agrees that all orders for the Products placed by the Reseller with QMB Solutions and the relationship of the parties generally shall be subject to the terms and conditions of this Agreement.

### 2. RELATIONSHIP OF PARTIES

The parties shall be deemed to be solely independent contractors and this Agreement shall not be construed to create any partnership, franchise, joint venture or agency.

### 3. PROTECTION OF PROPRIETARY RIGHTS

**A.** Reseller acknowledges that pursuant to this Agreement it acquires only the right to obtain the Products from QMB Solutions and to further provide such Products to Purchasers and that no right, title or interest in or to any copyrights, trademarks or other proprietary rights relating to the Products are transferred or licensed from QMB Solutions to Reseller.

**B.** Reseller shall not remove, alter or cover any copyright notice, trademark or other proprietary rights notice placed by QMB Solutions on the Products or any portion thereof.

**C.** Reseller shall not, without the prior written consent of QMB Solutions, make copies of the user manuals; make alterations in the Products; grant sublicense, leases or other rights in the Products except for licenses in the ordinary course of business as authorized by this Agreement; make verbal or media translation of the user manuals; or make modifications of the Products for incompatible hardware.

**D.** Reseller understands and agrees that each Purchaser is required to acquire a software activation key for QMB Solutions Products and Purchasers will need to register with QMB Solutions to obtain such activation key.

### 4. Reseller DISCOUNTS

QMB Solutions will offer resellers discounts from retail pricing as listed in Schedule A and revised from time to time and as published shall be deemed incorporated herein by reference. QMB Solutions will use its best efforts to notify reseller 30 days before any such change. Reseller may exercise its right below to terminate if the changes or other terms are unacceptable to Reseller.

### 5. Reseller OBLIGATIONS

Reseller shall at all times during the term of this Agreement devote its best efforts to the promotion and sale of the Products consistent with good

business ethics and in a manner that will reflect favorably on the Products and on the goodwill and reputation of QMB Solutions.

**6. WARRANTY TO PURCHASER ONLY**  
QMB SOLUTIONS MAKES A LIMITED PRODUCT WARRANTY TO PURCHASERS ONLY AND NO WARRANTY WHATSOEVER TO RESELLER. QMB SOLUTIONS DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. QMB SOLUTIONS SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS BY RESELLER FOR LOST PROFITS.

**7. TERM AND TERMINATION**

This Agreement shall become effective on the date QMB Solutions signs the Agreement. The mere execution and transmittal of this Agreement by Reseller to QMB Solutions does not constitute acceptance by QMB Solutions of this Agreement, nor does receipt by Reseller of Products from QMB Solutions prior to Reseller's receipt of a copy of this Agreement executed by QMB Solutions constitute acceptance by QMB Solutions of this Agreement. This Agreement shall continue for a term of twelve (12) months. At the expiration of such term, this Agreement will continue to be effective until such time as either party terminates this Agreement pursuant to this Section. Either party may terminate this Agreement with or without cause at any time prior to expiration of the original or extended term upon not less than thirty (30) days prior written notice to the other party. QMB Solutions may terminate this Agreement immediately upon written notice in the event of any violation of Sections 3, 5 or 10 by Reseller. Upon termination, Reseller shall, if requested by QMB Solutions, immediately return all marketing materials for Products to QMB Solutions. QMB Solutions shall repay Reseller's direct costs for obtaining and returning such materials within (60) days. Receipt by Reseller of Products subsequent to termination or subsequent to the expiration of any applicable period for giving notice of termination, does not constitute a renewal or extension of this Agreement.

**8. LICENSE TO PURCHASERS**

Reseller has represented and QMB Solutions has relied on the representation that Reseller is engaged in the marketing of the Products only at the functional level of a Reseller providing computer Products to Purchasers in the United States of America THROUGH DIRECT CONTACT BETWEEN Reseller's CUSTOMERS AND Reseller's PERSONNEL for uses permitted in the

Products' Purchaser license agreements. Prohibited activity under this Section includes, but is not limited to, (1) rental or leasing of the Products, and (2) distribution of the Products outside of the United States of America.

**9. Reseller INDEMNIFICATION**

Reseller agrees to indemnify and hold QMB Solutions harmless from any and all claims, damages and liabilities resulting from statements, actions, or omission of Reseller, its employees or agents; or breach of this Agreement by Reseller. Such indemnification shall include all reasonable legal fees and other costs incurred by QMB Solutions in defending such claims.

**10. MARKETING**

If Reseller includes marketing information about QMB Solutions on Reseller website or in other media, Reseller shall clearly state that Reseller is an independent agent.

**11. AMENDMENT AND NON-WAIVER**

This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, except for new prices, discounts and payment terms, shall be binding unless in writing and signed by authorized representatives of both parties. No course of conduct, action, or inaction on QMB Solutions part shall be deemed to be a waiver of any of QMB Solutions rights under this Agreement.

**12. CHOICE OF LAW AND VENUE**

New York law shall govern this Agreement and any disputes between the parties, and the parties agree that any litigation between the parties shall take place before New York courts, and the parties agree that they are subject to personal jurisdiction in New York.

**Reseller:**

Authorized Signature:

\_\_\_\_\_  
Printed Name:

Title:

Date of Signature:

**QMB Solutions, a division of Quality Medical Billing, Inc.**

Authorized Signature:

\_\_\_\_\_  
Printed Name: Michael Goldman

Title: President

Date of Signature: