

**RESELLER / DISTRIBUTOR AGREEMENT**  
**SleepyEngineers.com**

This Reseller Agreement ("Agreement") is entered into as of the Effective Date by and between SleepyEngineers.com and the reseller identified on the signature page of this Agreement ("Reseller").

**1.0 Recitals**

(a) SleepyEngineers.com provides web-hosting, stream hosting, dedicated servers, vps servers, and managed services.

(b) Reseller and SleepyEngineers.com desire to enter into an arrangement whereby Reseller will purchase Services from SleepyEngineers.com at a discounted rate and sell them to their customers and provide their customers with technical support.

**2.0 Provision of Services**

**2.1 The Offer**

SleepyEngineers.com agrees to offer discounted rates on hosting accounts to registered Resellers:

Option A: 15% Discount

What the discount rates apply to:

- All web and stream hosting services

Products and Service not available for discount

- All dedicated servers
- All specials and/or discounts available to our customers are not available to our resellers.
- Hot Deals plans

**2.3 Program Participation**

Reseller is granted non-exclusive rights to the Reseller program and agrees to abide by all terms and conditions of this agreement.

Reseller must bind customers to Acceptable Usage Policy and Terms of Service as provided by SleepyEngineers.com and outlined on our website (<http://www.sleepyengineers.com/policies.htm>)

Reseller must be eighteen (18) years or older to participate in the Reseller Program.

**3.0 Term and Termination**

**3.1 Term of Agreement**

This Agreement shall be effective for one year from the date first set forth herein, and shall automatically be extended for successive thirty (30) day periods until the end of the term or extension period, as the case may be, which terminates at least sixty (60) days after the date that either party gives written notice of termination to the other party.

### **3.2 Termination for Cause**

In addition to all other remedies, which may be available to the party, either party may, upon seven-(7) days' written notice to the other party, terminate this Agreement for any material breach of the terms hereof.

### **3.3 Termination for Other Specified Reasons**

In the event either party ceases conducting business in the ordinary course; becomes insolvent; makes a general assignment for the benefit of its creditors; files a petition seeking or acquiescing in any relief for itself under any present or future federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any part of its business or property; or admits in writing its inability to pay its debts generally as they become due, this Agreement shall be automatically and immediately terminated.

We reserve the right to terminate your account without warning if your site is unsuitable for our service.

"Unsuitable" sites include, without limitation, those sites brought to our attention that :

promote violence;

promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

promote illegal activities;

promote products and services in a negative manner

or violate intellectual property rights.

### **4.0 Relationship of Parties**

Reseller and SleepyEngineers.com are each independent contractors, and nothing herein contained shall be construed to imply the existence of a partnership or joint venture between them, nor to make either one an agent of the other. The use of the term "reseller" is not intended in any way to constitute any type of legal partnership whatsoever between SleepyEngineers.com and Reseller. The relationship between SleepyEngineers.com and Reseller is that of independent parties' contractor only, and is NOT employer-employee, partner, principal-agent or joint venture.

### **5.0 Law Governing**

This Agreement shall in all respects be interpreted, governed, construed and enforced by and under the laws of the State of Texas, USA.

### **6.0 Entire Agreement; Modification; Waiver**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing by the party making the waiver.

### **7.0 Miscellaneous**

Misuse of the SleepyEngineers.com Reseller Program in a manner other than intended will result in loss of termination of your account. The Reseller Program personal information will be forwarded to the police for prosecution to the fullest extent of the law.

Due to the nature of our service, you may be tempted to seek to profit from mass e-mails (SPAM). Sending junk e-mail from a SleepyEngineers.com account or ANY other mail account to a recipient who has not requested the message is classed as SPAMMING and is cause for that account's immediate and permanent termination. SPAM includes, but is not limited to, unsolicited emails and/or postings in discussion groups, bulletin boards, public domain groups, IRC, ICQ, and chat groups. SPAM messages are generally prohibited by most network providers and certain jurisdictions, and Resellers employing spamming methods may be subject to fines and/or imprisonment.

### **8.0 Force Majeure**

Neither party is responsible for failure or delay in performance caused by acts of God, strikes, floods, fire, war, public enemy, electrical or equipment failure, failure of third parties or any event beyond its reasonable control.

### **9.0 Liability and Guarantee**

The Reseller agrees that the use of the Site and Reseller Program is entirely at the Reseller's own risk. The Site and Reseller Program is provided on an "as is" basis without warranties of any kind, either expressed or implied, constructive, or statutory, including, without limitation, any implied warranties of merchantability, non-infringement or fitness for a particular purpose. SleepyEngineers.com makes no guarantee of availability of service and reserves the right to change, withdraw, suspend, or discontinue any functionality or feature of the SleepyEngineers.com service. In no event will SleepyEngineers.com be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use SleepyEngineers.com's services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect; delay in operation or transmission; computer virus; file corruption; communication-line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of, or use of any record.

### **10.0 Indemnity**

Each party agrees to indemnify and hold harmless the other from and against loss, suit, damage or claim, including reasonable attorneys' fees and costs, arising out of or in connection with participation in the Reseller Program. In addition, Reseller shall not be held liable for any fraud that any resellers customers commit in relation to their web-hosting account.

### **Overall Agreement.**

The following text outlines the agreement between SleepyEngineers.com and an approved Reseller. It sets the required qualifications and acceptable practices for Resellers, while setting forth the benefits and terms provided by SleepyEngineers.com to the Reseller (referred to hereafter as Reseller).

1. The RESELLER agrees to all terms of the standard Service Agreement for all accounts, as well as the company Policies set forth by SleepyEngineers.com in its Web site, including all future additions or modifications thereof.
2. The RESELLER agrees not to employ any abusive practices, including, but not limited to the transmission of unsolicited mailings or Usenet postings in relation to the resale of SleepyEngineers.com services. The transmission of any such unsolicited or prohibited advertising or other unacceptable material, through any electronic medium, including SleepyEngineers.com Facilities, is grounds for termination, at the sole discretion of SleepyEngineers.com.
3. The RESELLER agrees to submit any promotional materials to SleepyEngineers.com for review. Electronic access is preferred; however, hard copies will be accepted. The RESELLER agrees to any editorial changes required by SleepyEngineers.com. The only intent of this requirement is to enforce SleepyEngineers.com standards of quality.
4. SleepyEngineers.com will not interfere in the RESELLER's acceptable and reasonable marketing plans or techniques, except as outlined in the previous paragraph.
5. The RESELLER agrees to submit evidence that it meets SleepyEngineers.com standards of quality for the value-added services that the RESELLER provides. The RESELLER asserts that all such submitted material is solely or substantially its own work, and is not a misrepresentation in any way. Prior work that is in actual use is greatly preferred, although other materials are acceptable. All work submitted would be edited at the sole discretion SleepyEngineers.com Although electronic access is preferred, hard copies will be accepted.
6. The RESELLER agrees that acceptance into the Reseller program is contingent upon SleepyEngineers.com approval of the submitted materials. Acceptance may be denied at the sole discretion of SleepyEngineers.com.
7. The RESELLER agrees to maintain a minimum amount of 1 Services as outlined in this contract.

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8. The RESELLER agrees to maintain their billing in good standing at all times. Delinquencies of any kind will result in suspension from the RESELLER program, and accounts will be subject to the normal rules of suspension for non-payment.
9. The RESELLER will promote SleepyEngineers.com services from its own Web site, or by any other means, at the RESELLER's own costs. When promoting SleepyEngineers.com services, a Reseller will be presented. A SleepyEngineers.com RESELLER takes the following steps:
  - a. Consults with the customer in order to determine what services fit their needs. Forms a complete price quote for the customer.
  - b. Negotiates and forms an agreement with the customer.
  - c. Obtains appropriate services from SleepyEngineers.com on their behalf.
  - d. Provides whatever appropriate value-added services for the customer such as: design, programming, system administration, or marketing or obtains these services from a third party on their customer's behalf.
  - e. Bills the customer for all services together.
  - f. Provides payment to SleepyEngineers.com for services. When a customer requires a Service, the RESELLER rents the service from SleepyEngineers.com and sub-rents it to your customer.
10. The RESELLER will be the point of contact for the customer. Only when a RESELLER has exhausted their own resources in handling a problem should they direct support inquiries to SleepyEngineers.com support channels.
11. The RESELLER will provide support at its own rates. When the RESELLER requires support or services from SleepyEngineers.com they will be provided as needed.
12. The RESELLER will have early access to new features and services from SleepyEngineers.com, when such can reasonably be made available. The RESELLER agrees that it will not take steps to mislead its customers about the involvement of SleepyEngineers.com in its services. Conversely, SleepyEngineers.com will not take steps to solicit any resold customer, nor will it provide value-added services of its own.
13. The RESELLER's investment in its customers is protected by the quality of its own value-added services. Violation of any of the terms or conditions of this contract may result in the immediate termination of the RESELLER's services with SleepyEngineers.com, as well as the permanent discontinuation of the reseller relationship, at the sole discretion of SleepyEngineers.com.

COMPANY INFORMATION				
Company Name:				
Address:				
City, State & Zip:				
Main Phone #:			D&B #:	
Business Type:			# of Employees:	
Resale/Tax Exempt # (please attach certificate):				
<b>Ownership:</b>	<input type="checkbox"/> Proprietorship	Date Business		
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	Established:		
CONTACT INFORMATION				
	<b>Name</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail Address</b>

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		<b>Number</b>	<b>Number</b>	
Billing				
Sales				
Technical				

Signature:	Title:
Print Name:	Date: