

# Reseller Program

## Earn a 22% Commission for Up to Two Years

The reseller program is a great way to earn commissions for recommending FileGenius TOTAL\*. Perfect for outsource IT firms and tech consultants who are looking for an easy to use, secure, and reliable way for their clients to transfer and share files on the web.

Earn a 22% commission of the subscription amount for up to two years. This could mean \$589-\$839 for a 20GB site and more with larger sites.

No reseller involvement is required, including all sales interaction, technical support, maintenance, and hosting issues. Resellers only have to refer their clients and associates to receive the full reseller commission.

## Start Earning Now

To begin simply fill out the FileGenius Reseller Contact Information (next page) and the Reseller Agreement (page 3) and fax or mail them to us (contact information found at the end of the forms). Be sure to include a copy of your W9. Now start referring!

## Additional Resources

### More About FileGenius

For information about FileGenius, feel free to visit our web site at [www.filegenius.com](http://www.filegenius.com).

Additional documents such as our Service Level Agreement and Billing and Payment Policy can be found in our Documents Library at [www.filegenius.com/documents-library](http://www.filegenius.com/documents-library).

### Public Demo Site

If any of your clients would like to look at FileGenius prior to signing up for a trial, we have a public demo site available at [demo.filetransfers.net](http://demo.filetransfers.net).

### Private Demo

If you would like us provide a live demonstration of FileGenius via GoToMeeting to yourself or any of your clients, we would be glad to do so. Simply send an email to [demo@filegenius.com](mailto:demo@filegenius.com) with your preferred date and time and we'll get right back with you to set that up.

### Web Site Badges

If you would like to place a "FileGenius Authorized Reseller" badge on your web site, we would be glad to provide that to you. Just email [sales@filegenius.com](mailto:sales@filegenius.com) with your request and we'll work with you to create a banner that fits with your site.

## Questions?

Feel free to contact us at 888.753.2245 x.703 or [sales@filegenius.com](mailto:sales@filegenius.com).

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\*Commissions are not available on FileGenius BASIC.



# Reseller Agreement

This agreement is made and entered into on \_\_\_\_\_ by and between **Applied Answers, Inc.**, ("Developer") and \_\_\_\_\_ ("Reseller").

## 1. License

- The Developer grants the Reseller a non-exclusive right to represent the Developer's subscription-only web-based hosting entity FileGenius® ("Product"), via the Internet and other media outlets and in all countries that the Developer deems applicable to the Product, subject to the terms of this Agreement. Developer confirms that it has all rights, title, and interest in the Product or has obtained all rights as defined in this agreement. The Product cannot be offered except as a subscribed, web-based product, fully hosted and controlled by the Developer.
- The Reseller, by authorized signature and acceptance of this agreement, likewise agrees to all Appendices to this document, including the Terms & Subscription Agreement, the Service Level Agreement, the Privacy Statement, the Billing and Payment Policy, and any other appendices that may become part of this agreement by mutual consent of the Developer and Reseller. The above mentioned documents may be found at <http://filegenius.com/documents-library>.

## 2. Distribution

- When the Reseller refers the Subscriber to the Product, the Developer will prepare and present the product within 24 business hours or 1 business day, excluding weekend days and major holidays.
- The Developer will provide support to the Subscriber (end users and subscribers of the site) of the Product. Developer will provide any additional technical information, current maintenance documentation or phone assistance that may be necessary to enable the Reseller to affect sale of the Product.

## 3. Commissions, Reseller Revenue

- Developer will pay Reseller a commission of 22% of all gross site subscription receipts (in USD) received by the Developer from the Reseller's accepted and confirmed referred Subscriber for a period of two years from the date of the original site subscription.
- In the event of a subscription term 6 months or longer, the Developer will pay the applicable commission (in USD) to the Reseller, on or before 30 days from the date that the subscription purchase is confirmed by way of a check clearing or any type of electronic payment confirmed as a final purchase by the issuing or processing authority. Commissions for renewable one month subscriptions will accrue and be payable once per quarter.
- Should the Subscriber cancel the subscription prior to the expiration of the indicated original term, the Reseller shall immediately owe the Developer a refund of the commission, the amount to be commensurate with the final, total sum collected from the Subscriber, from the subscription's inception to its cancellation.
- The Reseller must confirm by way of the referred, potential subscriber, that the Reseller did indeed make the referral and that the trial or potential subscriber was not previously a Subscriber of the Product, currently on a trial subscription or previous trial subscription, unbeknownst to the Reseller. Once 90 consecutive days have transpired from the end of the trial subscription to a new trial or purchased subscription the Reseller must again confirm involvement with the new Subscriber.

# Reseller Agreement

## 4. Confidentiality

Developer and Reseller acknowledge and agree that any information relating to the other party's business which is not generally known to the public is confidential and proprietary information. Neither party will disclose confidential or proprietary information to third parties without prior written agreement from each party.

## 5. Trademarks

Reseller acknowledges the Developer's trademarks, copyrights, literature, and other legally protected branding is owned or controlled solely and exclusively by the Developer. The Reseller shall not use any of these entities, for any purpose, without the expressed written permission of the Developer, in regards to where, when, and how the entities could or will be used.

## 6. Indemnification

Indemnification shall be limited to that directly indicated in the attached appendices to this agreement.

## 7. Limitation of Liability

Developer's liability, to the Reseller and Reseller's referred subscribers, shall be limited to that indicated in the attached Terms & Subscription Agreement.

## 8. General Provisions

- Neither party will assign this Agreement or rights without the prior written consent of the other, which will not be unreasonably withheld; provided, however, that either party may assign this Agreement to an entity which is an affiliate or which succeeds by operation of law to, or otherwise acquires substantially all of its assets, or into which the party is merged, and which assumes the party's obligations.
- All notices will be in writing and will be served at the address of the receiving party.
- This Agreement is governed by and construed in accordance with the laws of the State of Georgia, US.
- Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Except as provided in this Agreement, neither party will have the right, power, or authority to act or to create any obligation on behalf of the other.
- If any term in this agreement is determined by the courts to not be legally binding, the balance of this agreement will remain intact.
- The indemnification and confidentiality obligations in the Agreement will survive the termination of this Agreement.

# Reseller Agreement

**Agreed by:**

Applied Answers, Inc.  
4850 Golden Parkway, Suite 408  
Buford, GA 30518

Phone: 888-753-2245

Fax: 888-753-2245

Email: [sales@filegenius.com](mailto:sales@filegenius.com)

**Agreed by:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications. No representations or statements which are not expressly stated herein will be binding on such party.*

*This agreement may be amended from time to time by mutual consent in writing and signed by both parties.*

**Fax or Mail**

**Please include a copy of your W9 which can be [downloaded here](#).**

Fax this completed form to: 888-753-2245

or mail to: Applied Answers, Inc. • 4850 Golden Parkway, Suite 408 • Buford, GA 30518