

DEALER/INTEGRATOR AGREEMENT

This Dealer/Integrator Agreement ("Agreement") is entered into by and between **[Dealer Name]** ("Dealer"), with its principal place of business at **[Dealer Address]**, and **IMRON Corporation**, a California corporation, with its principal place of business at **104 Discovery, Irvine, California 92618** ("IMRON"). Collectively, they are referred to as the "Parties."

For the purposes of this Agreement, if the Dealer considers itself an integrator, the term "Dealer" shall also apply to the integrator. The Dealer wishes to purchase software, related software services, and hardware from IMRON under the terms and conditions set forth in this Agreement.

1. Definitions

1.1 End User: The final user of the Products. **1.2 Hardware:** Any hardware listed on IMRON's website for use with IMRON software. **1.3 Marks:** Any trade names, trademarks, logos, or symbols used by either Party. **1.4 Pricing:** The cost of IMRON's Products for Dealers. IMRON reserves the right to modify pricing at any time. **1.5 Product(s):** IMRON software and its associated documentation, including updates and replacements. **1.6 Software Support:** Software updates and technical consultation. **1.7 Software:** IMRON's proprietary software, including its source codes, enhancements, and successors. **1.8 Support Services:** Technical support for the Products.

2. Dealer's Obligations

2.1 Use of Products: Products must be used only with the appropriate hardware and in accordance with IMRON's license agreements. **2.2 Use of Hardware:** Dealers must purchase all access control hardware, directly from IMRON. Reselling hardware from third parties for use with IMRON Software is prohibited. **2.3 Installation:** The Dealer is responsible for the installation of goods sold to End Users. **2.4 Marketing and Training:** Dealer is responsible for all marketing, training, and promotional expenses related to selling IMRON Products. Misrepresentation of product specifications is strictly prohibited. **2.5 Software License Compliance:** Dealer must adhere to IMRON's Software License Agreement. **2.6 Terms and Conditions:** Dealer must comply with IMRON's terms and conditions as outlined at <https://imron.com/terms-and-conditions>. **2.7 Trained Personnel:** Dealer personnel must be trained by IMRON. IMRON may charge a fee for training. **2.8 Support Eligibility:** Software Support is provided as long as the Dealer has an active agreement with IMRON. **2.9 Competing Products:** Dealer may not introduce competing products to End Users using IMRON Software. **2.10 Dealer Assistance:** Dealer must provide IMRON with necessary documentation, licenses, and system access to enable IMRON to fulfill its obligations. **2.11 Communications:** Dealer must maintain compatible telecommunications equipment and utilize telecommunications for services. **2.12 Taxes and Freight:** Dealer is responsible for applicable taxes and shipping costs.

3. IMRON's Obligations

3.1 **Technical Support:** IMRON provides technical support as long as the Dealer has an active agreement or subscription. 3.2 **Compliance:** IMRON complies with the Fair Labor Standards Act of 1938 and is an equal-opportunity employer.

4. Pricing and Credit Terms

4.1 **Taxes:** IMRON may charge applicable taxes if exemption certificates are not provided. 4.2 **Credit Terms:** IMRON evaluates Dealer credit history and assigns credit limits accordingly. Payment terms are Net 30 for approved Dealers; otherwise, pre-payment is required. 4.3 **Non-Payment:** IMRON may refuse new orders if Dealer's invoices are overdue.

5. Orders, Acceptance, and Cancellation

5.1 **Placing Orders:** Orders must be placed via IMRON's online store or emailed to orders@imron.com. 5.2 **Order Cancellation:** Orders can be canceled within 24 hours. Processed or shipped orders are subject to a 30% restocking fee. 5.3 **Returns:** Returns are allowed within 30 days if items are unused. A 30% restocking fee applies. Customized products and software are non-returnable. 5.4 **RMA Procedures:** Returns must include an RMA number obtained from IMRON.

6. Software Support Services

IMRON provides Software Support as long as the Dealer maintains an active agreement. Details are available at <https://imron.com>.

7. Term and Renewal

7.1 **Term:** The Agreement is effective for one year and automatically renews unless terminated by either Party. 7.2 **Performance Review:** IMRON may evaluate Dealer's performance annually.

8. Support Fees and Payment

8.1 **Payment Method:** Payments follow the terms set forth in this Agreement. 8.2 **Confidentiality:** Support fee rates are confidential. 8.3 **Additional Expenses:** IMRON is reimbursed for reasonable out-of-

pocket expenses. 8.4 **Taxes:** Dealer is responsible for applicable taxes. 8.5 **Late Payments:** Late fees of 1.5% per month apply.

9. Notices

9.1 **Written Communication:** All notices must be in writing and sent via email. 9.2 **Dealer Contacts:** Notices to Dealer are sent to the contact on file with IMRON. 9.3 **IMRON Contacts:** Notices to IMRON should be sent to support@imron.com.

10. Additional Terms

- **Confidentiality:** Neither Party may disclose confidential information without consent.
 - **Non-Solicitation:** Each Party agrees not to solicit the other's employees for three years.
 - **Breach and Termination:** IMRON may terminate for material breach if not cured within ten days.
 - **Intellectual Property:** IMRON retains all rights to its software and trademarks.
 - **Governing Law:** The Agreement is governed by California law, with disputes resolved in Orange County, CA.
 - **Limitation of Liability:** IMRON is not liable for indirect, incidental, or consequential damages.
 - **Force Majeure:** Performance may be suspended due to uncontrollable events.
 - **Attorney's Fees:** The prevailing party in legal disputes is entitled to recover legal costs.
-

Execution

The Parties indicate acceptance of this Agreement by signing below:

Dealer

Company Name: _____

By: _____ Date: _____

Name: _____ Title: _____

IMRON Corporation

By: _____ Date: _____

Name: _____ Title: _____
