



QUATECH

CONNECT WITH RELIABILITY

Quatech Q-Partner Program APPLICATION

Thank you for considering Quatech as a device networking and connectivity manufacturing partner. The **Quatech Q-Partner Program** is designed to help Resellers, VARs and Systems Integrators maximize their selling efforts and deliver reliable products to their clients. To join the Q-Partner Program, complete this application and return by fax, mail or e-mail. If approved, you will be contacted by a Q-Partner Program Manager to establish your preferred account.

Please fax, mail, or email the completed form to: Jessica Thomas

Quatech, Inc.
5675 Hudson Industrial Parkway, Hudson OH 44236
Phone: 800-553-1170 x 9081 Fax: 330-655-9070
Email: jessica.thomas@quatech.com

Contact Information

Company: _____ Web Address: _____

Primary Contact Name: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip/Postal Code: _____ Country: _____

Other Contact Name: _____ Title: _____ Email: _____

Other Contact Name: _____ Title: _____ Email: _____

Company Profile

1. Year Established _____

2. What was your company's approximate revenue in your most recently completed fiscal year? (US\$):

- | | | |
|--|--|--|
| <input type="checkbox"/> over \$100 million | <input type="checkbox"/> \$25 million to \$99.99 million | <input type="checkbox"/> \$10 million to \$24.99 million |
| <input type="checkbox"/> \$5 million to \$9.99 million | <input type="checkbox"/> \$1 million to \$4.99 million | <input type="checkbox"/> under \$1 million |

3. How many projects has your firm managed in the last 12 months? _____

4. How many employees does your company have?

- | | | |
|----------------------------------|------------------------------------|--|
| <input type="checkbox"/> 1 – 9 | <input type="checkbox"/> 10 – 25 | <input type="checkbox"/> 26 – 50 |
| <input type="checkbox"/> 51 – 99 | <input type="checkbox"/> 100 – 499 | <input type="checkbox"/> more than 500 |

5. Please describe your company's main line of business (please check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Systems Integrator | <input type="checkbox"/> Vertical Application VAR |
| <input type="checkbox"/> Master / Super VAR | <input type="checkbox"/> Reseller |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> OEM |
| <input type="checkbox"/> Hardware customization | <input type="checkbox"/> Systems / Software Consultant |
| <input type="checkbox"/> Cataloger | <input type="checkbox"/> Other: _____ |

6. Please describe your company's main areas of expertise (please check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Enterprise Systems | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Mobile Computing | <input type="checkbox"/> Stand-Alone Systems (Kiosk, etc) |
| <input type="checkbox"/> LAN/WAN/PAN | <input type="checkbox"/> Software Application Development/Maintenance |
| <input type="checkbox"/> Wireless | <input type="checkbox"/> Other: _____ |

7. Please describe your company ownership / affiliation:

- | | |
|---|---|
| <input type="checkbox"/> Independent, single location (incl. website) | <input type="checkbox"/> Independent, multiple locations (including subsidiaries) |
| <input type="checkbox"/> Affiliated franchise or chain | <input type="checkbox"/> Subsidiary of larger organization |

Market Profile

1. What percentage of your revenue is derived from each of the groups below (must add up to 100%):

_____ Commercial _____ Government _____ Consumers

2. What percentage of your business is conducted at each channel (must add up to 100%):

_____ Store Location(s) _____ Customer Location _____ Online _____ By Phone

3. Please check the primary markets to which you sell today (pick up to 3):

- | | | |
|--|---|---|
| <input type="checkbox"/> All | <input type="checkbox"/> Defense/Military | <input type="checkbox"/> Industrial Automation |
| <input type="checkbox"/> Aerospace | <input type="checkbox"/> Electronics/Technology | <input type="checkbox"/> Material Handling |
| <input type="checkbox"/> Access Control/Security | <input type="checkbox"/> Energy Utilities | <input type="checkbox"/> Research/Testing/Engineering |
| <input type="checkbox"/> Banking | <input type="checkbox"/> Field Diagnostics | <input type="checkbox"/> Retail POS/Hospitality |
| <input type="checkbox"/> Building Automation/Climate Control | <input type="checkbox"/> Gaming | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Communications | <input type="checkbox"/> Healthcare/Medical | <input type="checkbox"/> Traffic Control |

4. Please check the primary geographic markets that you serve (check all that apply):

- | | | | |
|--|---------------------------------|---------------------------------|--|
| <input type="checkbox"/> Nationwide U.S. _____ | <input type="checkbox"/> Canada | <input type="checkbox"/> Mexico | <input type="checkbox"/> Central/South America |
| <input type="checkbox"/> Regional U.S.: | <input type="checkbox"/> Asia | <input type="checkbox"/> Europe | <input type="checkbox"/> Middle East, Africa |

5. What size organizations do you primarily serve?

- | | |
|---|--|
| <input type="checkbox"/> Fortune 1000 | <input type="checkbox"/> Large (over 1000 employees) |
| <input type="checkbox"/> Medium (100 – 999 employees) | <input type="checkbox"/> Small (under 100 employees) |

Product Profile

1. Which other manufacturers' device networking or connectivity products do you actively use and/or sell?

2. What is the current volume of device networking/connectivity products that you use (per year)?

3. Which operating systems does your company sell and/or support?

- | | | | |
|---|-------------------------------|----------------------------------|------------------------------------|
| <input type="checkbox"/> Windows 95/98/2000 | <input type="checkbox"/> OS/2 | <input type="checkbox"/> Linux | <input type="checkbox"/> Apple/MAC |
| <input type="checkbox"/> Windows XP | <input type="checkbox"/> QNX | <input type="checkbox"/> Solaris | <input type="checkbox"/> UNIX |
| <input type="checkbox"/> Windows NT | <input type="checkbox"/> DOS | <input type="checkbox"/> Other | <input type="checkbox"/> None |

4. From which distributor(s) do you primarily buy?

5. How long have you worked with Quatech products?

6. In which Quatech product lines are you interested?:

Device Networking

- Ethernet Serial Device Servers
- Wireless Device Servers
- Embedded 802.11 modules/boards

Device Connectivity

- Multi-Port Plug-In Serial Boards
- USB to Serial Adapters
- PCMCIA/ExpressCards

7. What is your expected volume of Quatech products per year?

8. Are there any other platforms (or interfaces) for which you require device networking or connectivity (now or expected)?

9. How did you find Quatech? (e.g., referral, past experience, Internet search, etc.?)

By submitting this application and by signing below, I certify that I have read and agree to the terms and conditions of the Quatech Q-Partner Program as outlined in the "Q-Partner Program Terms and Conditions" (see back page), and that the information contained herein is true and correct. I will inform Quatech in writing should any of the information change. I understand that I may be eligible to purchase and receive Quatech Products either directly or from an authorized Distributor prior to notification of Q-Partner approval. I understand that receiving Quatech Products prior to Q-Partner approval does not designate my organization as a Quatech Q-Partner Program Reseller, and that final Quatech approval is required for this designation.

If emailing, please check here in lieu of signature to indicate that you accept the "Q-Partner Program Terms and Conditions"

Signature _____ Date _____

Print Name _____ Title _____

Qatech Q-Partner Program TERMS AND CONDITIONS

The following terms and conditions govern the basis upon which Qatech, Inc. ("Qatech") will appoint a third party to be an approved Q-Partner Reseller ("Reseller") of its data communication solutions. By submitting the application for the Qatech Q-Partner Program and by continued purchase of Qatech Products either directly or from a Qatech Authorized Distributor as part of the Qatech Q-Partner Program, the applicant attests that it will comply with the following terms and conditions (the "Terms") upon approval or pre-authorization of applicant as a Qatech QPartner Program Authorized Reseller.

1. Acceptance

While Qatech reserves the right to accept or refuse third parties as a Reseller in its sole discretion, all Resellers must satisfy the following minimum criteria:

- a. Be an established data communication products reseller, VAR or systems integrator in the U.S., Canada or Mexico
- b. Currently buy or be willing to buy Qatech products direct from Qatech or through an authorized Qatech Distributor
- c. Complete the Q-Partner Program Application

If Qatech has given written notice of its acceptance of a Reseller, the Reseller will be appointed on the condition that it agrees to these terms and conditions. The period of the appointment will commence on the date Qatech has given written notice of its acceptance of the Reseller into the Q-Partner Program and will continue until such appointment is terminated in accordance with these terms and conditions.

2. Reseller's Services

- a. The Reseller shall use reasonable care and skill in performing its obligations under these terms and conditions.
- b. The Reseller shall use reasonable effort to promote and market Qatech's data communication solutions and shall, at all times, act in the best interests of Qatech.
- c. Nothing in this Agreement shall prevent the Reseller from reselling data communication solutions owned by third parties other than Qatech for itself or on behalf of its customers.
- d. The Reseller shall be an independent contractor of Qatech and nothing in this Agreement shall be read so as to construe any relationship of partnership, joint venture or agency between the parties for any purpose whatsoever.

3. Intellectual Property Rights

The Reseller acknowledges and agrees that all intellectual property rights that belong to Qatech will remain the property of Qatech or its licensors and the Reseller will derive no right, title or interest in such intellectual property rights. Qatech grants to the Reseller a nonexclusive, royalty-free license to use the official Qatech Logo during the period of the Reseller's appointment on its own website and other marketing materials for the sole purpose of promoting and marketing the Qatech data communication solutions. The Reseller shall use the Logo only in the format specified on the Website and shall not merge the Logo with any other trade mark or otherwise interfere with the Logo. Please see Program Benefits on Qatech's website (www.qatech.com) for more details. All information exchanged between Reseller and Qatech shall be considered confidential.

4. Levels of Participation

Resellers in the Q-Partner Program are eligible to achieve certain "Levels of Participation" based on their purchases of Qatech device networking and connectivity solutions each calendar-year quarter (three-month period, defined as January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31). Resellers may earn different benefits (The current list of QPartner benefits associated with each level can be found at www.qatech.com) depending on their "Level of Participation," as defined below:

- ◆ Q Partner: less than \$5,000 in Qatech purchases per quarter
- ◆ Silver-Q Partner: \$5,000 to \$15,000 in Qatech purchases per quarter
- ◆ Gold-Q Partner: \$15,000 or more in Qatech purchases per quarter

Accumulation of purchases toward each quarter's Level of Participation begins for new members on the date of written acceptance by Qatech of the Reseller into the Q-Partner Program, and for existing members on the 1st day of each quarter, as defined above. Delivery need not be completed within the quarter. Purchases that accumulate toward the "Levels of Participation" are based on net sales volume, including discounts, and may be made directly through Qatech or through any authorized Qatech Distributor. A list of these Distributors will be furnished upon request.

Attainment of Silver-Q and Gold-Q status: Resellers must provide receipts of all Qatech purchases during each quarter through all authorized channels summarizing the total purchases. Receipts must be received by Qatech within 30 days after the end of the quarter for consideration for Reseller to gain Silver-Q or Gold-Q status for the subsequent quarter. Qatech will notify Reseller when they have received the receipts and verified the appropriate "Level of Participation."

Upon reaching Silver-Q Partner or Gold-Q Partner status, Reseller will be eligible for those additional benefits relating to the specific status they have achieved. Silver-Q or Gold-Q status will take effect on the first day of the quarter following the quarter in which Silver-Q or Gold-Q status was achieved, provided Reseller has submitted receipts within the required time-frame.

If Reseller does not achieve the designated level of purchases in a given quarter to retain Silver-Q Partner or Gold-Q Partner status, Qatech reserves the right to reassign Reseller to the appropriate level of participation for the following quarter.

5. Termination

Either party may terminate the appointment of the Reseller into the Qatech Q-Partner Program by giving 30 days written notice to the other. Qatech may terminate the appointment of the Reseller into the Qatech Q-Partner Program immediately upon written notice to the Reseller if the Reseller:

- in the sole opinion of Qatech, is acting in such a way as to bring the Qatech name or Qatech data communications solutions into disrepute or is otherwise not acting in the best interests of Qatech;
- is in breach of its obligations under these terms and conditions;
- enters into liquidation, bankruptcy, insolvency (whether compulsorily or voluntarily), has a provisional liquidator, a trustee in bankruptcy, a receiver, administrator or administrative receiver is appointed over all or a substantial part of its assets or it ceases or threatens to cease carrying on its business.

Upon termination of the Reseller from the Qatech Q-Partner Program, the Reseller shall:

- immediately cease using the Qatech Logo and shall delete it from its website and from all advertising materials;
- immediately cease holding itself out as being a reseller of Qatech or in any way associated with Qatech.

6. Liability

Qatech gives no warranty or makes no representation in respect to the Qatech data communication solutions distributed hereunder including, without limitation, the availability of such data communication solutions and hereby excludes, to the fullest extent permitted by law, all conditions, warranties, terms undertakings and representations, express or implied, whether by statute, common law or otherwise in relation to such data communication solutions. Qatech shall not be liable to the Reseller whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the appointment of the Reseller, the use of the Qatech data communication solutions and any data communication solutions distributed hereunder, including without limitation:

- a. loss of revenue; and/or
- b. loss of anticipated savings; and/or
- c. loss of business and/or goods; and/or
- d. loss of goodwill; and/or
- e. loss of use; and/or
- f. loss and/or corruption of data and/or other information, and/or
- g. downtime; and/or
- h. any damage relating to the procurement by the Reseller or third party customer of any substitute solutions.

Neither the types of loss and/or damage specified in sub-clauses (a) to (h) inclusive of this clause nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement. Nothing in this Agreement shall exclude or restrict the liability of either party for fraudulent misrepresentation and/or for death or personal injury arising as a result of the negligence of that party, its officers, employees, agents and/or subcontractors.

7. Successors and Assigns

This Agreement shall be binding only with Reseller and companies owned by Reseller and in no way transfers to respective heirs, legal representatives, successors, and assigns unless in written agreement.

8. Governing Law

These terms and conditions are exclusively governed by the laws of the State of Ohio and the parties hereby submit to the exclusive jurisdiction of the State of Ohio courts.

9. Program Modifications

Qatech reserves the right to change the any aspect of the program at any time without prior notice.