

ISPRING RESELLER PROGRAM ADDENDUM

This iSpring Reseller Program Addendum (the "Addendum") forms part of the valid Reseller and License Agreement (the "Principal Agreement") entered by and between iSpring Solutions, Inc., with its principal place of business at 815 N. Royal Str., Suite 202, Alexandria VA, 22314 (hereinafter the "iSpring") and an entity, iSpring reseller (hereinafter the "Reseller" or "You", "Your") together, the "Parties").

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below, shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

By participating in the iSpring Reseller Program (the "Program") Reseller agrees to be bound by the terms and conditions of this Addendum, that align to the reseller type in which Reseller is authorized to participate in the Program. The Program shall come into force and effect commencing January 1, 2019 (the "Effective Date").

Unless otherwise specified by iSpring, the terms and conditions set forth herein shall govern Reseller's participation in the Program. For purposes of this Addendum, "iSpring" means iSpring Solutions, Inc. and/or its affiliates. This Agreement supersedes any previous program terms in place between Reseller and iSpring.

1. Program Structure.

- 1.1. iSpring provides achievement levels for all Resellers. The Program uses a three level system ("Silver", "Gold" and "Platinum"), providing opportunities to achieve higher levels of partnership by meeting specified Program requirements. The associated benefits and partnership investments are aligned with each reseller achievement level.
- 1.2. iSpring reserves the right to change the requirements and benefits stated in this Program. iSpring shall make reasonable efforts to contact Program members before changes occur.

2. Program Benefit Descriptions.

Benefits	Silver	Gold	Platinum
Base margin	10%	25%	32%
Access to Partner program	+	+	+
Assigned iSpring channel manager	-	+	+
Joined marketing activities and events	-	+	+
Free courses and webinars with iSpring	E-learning webinars on iSpring products	Private webinars	Private webinars

3. **Reseller Level Achievement Requirements.** Reseller agrees to comply with the following requirements provided herein for achievement of a higher Reseller level. Noncompliance with these requirements shall result in a lower Reseller level or termination of Reseller's participation in the Program.



Requirements	Silver	Gold	Platinum
Syndicated or regularly updated information about iSpring at Reseller's website	+	+	+
iSpring certified expert		+	+
Marketing activities aimed to grow pipeline	-	1 activity per quarter	3 activities per quarter
Published Customer's Success Story	-	1 review per quarter	2 reviews per quarter
Revenue per Quarter(not less than)	-	\$12000	\$30000
Number of orders per Quarter (not less than, Suite, Learn annual)	-	10	20

Reseller hereby acknowledges and agrees, that Reseller shall receive only a 10% base margin, if Reseller only made payment for products pre-sold by iSpring to end users.

4. **Reseller Compliance.** iSpring shall check Reseller's compliance with the Program twice a calendar year, in January and July. If the Reseller does not comply with the requirements of the assigned level, the level may be lowered, for example, from Gold to Silver. If the Reseller undertakes to comply with the requirements in third quarter of a current calendar year, then at the discretion of the channel manager, its current Reseller's level can be extended for the next quarter.

5. **Renewal of the Reseller and License Agreement.**

- 5.1. Reseller hereby acknowledges and agrees that, its valid Principal Agreement with iSpring, shall be automatically renewed with the terms and conditions set forth in this Addendum, commencing the Effective Date until terminated by one of the Parties as provided in the Principal Agreement.
- 5.2. In the event of conflict between the terms of the Principal Agreement and this Addendum, the provisions in this Addendum shall prevail. All other terms and conditions of the Principal Agreement shall remain unchanged.

6. **Termination**

- 6.1. You may withdraw from the Program at any time by notifying iSpring in writing. iSpring may suspend or terminate your participation in the Program, in whole or in part, without prior written notice for any breach of the Principal Agreement or any other agreement related to your participation in the Program.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned Parties to this Addendum has caused this Addendum to be duly executed in its corporate name by one of its authorized representatives, all as of the date first set forth above.

iSpring Solutions, Inc.

By (signature): 

Name: Tonya Smolentseva

Title: Director of Sales

Date: Dec 05, 2018

Address: iSpring Solutions, Inc.
815 N. Royal Str. Suite 202,
Alexandria, VA 22314

E-Mail: partner@ispringsolutions.com

Fax: 800 640 0868

RESELLER

(Company name) IEINTOUCH PTE LTD

By (signature): 

Name: Mohammed Zayed

Title: Executive Director

Date: 22.12.2018

Address: 16 Raffles Quay # 33-03 Hong Leong BLDG.
Singapore
048581

E-Mail: m.zayed@ieleads.com

Fax: 0065 6222 7421

