

# Digi International

## *Authorized Government GSA Reseller Agreement*

---

This Authorized GSA Reseller Agreement is made effective and entered into as of \_\_\_\_\_, 200\_\_\_\_ by and between **Digi International, its affiliates and subsidiaries**, with its primary office at 11001 Bren Road East, Minnetonka, MN 55343 (hereinafter **Digi**) and \_\_\_\_\_ with its primary office at \_\_\_\_\_ (hereinafter Authorized GSA Reseller).

**Digi** hereby appoints Authorized GSA Reseller as a non-exclusive representative for the sale of Digi products **and/or services** under **Digi's** General Services Administration (GSA) Federal Supply Schedule Contract, as listed below:

Contract Name/Number \_\_\_\_\_ GS-35F-0351J \_\_\_\_\_ Exp Date: \_\_\_\_ March 31, 2004 \_\_\_\_\_

The term of this agreement shall coincide with the effective period of **Digi's** GSA Federal Supply Schedule Contract (hereinafter Schedule Contract) and any extension/renewal periods.

Either party may terminate this agreement, at will, at any time, with or without cause, by written notice given to the other via certifiable carrier, return receipt requested, not less than thirty (30) days prior to the effective date of such notice. **Digi** may terminate this agreement immediately in the event that Authorized GSA Reseller should fail to perform any obligation, duty or responsibility imposed under **Digi's** Schedule Contract or terms set forth in this Agreement.

In consideration of appointment as an Authorized Government Partner under **Digi's** Schedule Contract, Authorized GSA Reseller agrees to:

- a. Comply with the terms, conditions and pricing set forth in **Digi's** authorized GSA Schedule Price List in effect at the time of order acceptance.
- b. Maintain a system of documenting all sales under the Schedule contract s which includes:
  - (1) The date of sale,
  - (2) The agency to which the sale was made,
  - (3) The product/model sold,
  - (4) The quantity of each product/model sold,
  - (5) The price at which it was sold, including discounts, and
  - (6) All other significant sales order data.

Note: The above may be accomplished by maintaining a file which contains a copy of all purchase orders received and invoiced subject to the terms and conditions of the Schedule Contract.

- c. Retain the records in "b", above, until three years after the date of the last invoice under the Schedule contract (notification of the date of the last invoice will be provided by Digi). This requirement to retain records shall survive any termination of the authorized Government Partner Agreement.
- d. Be subject to audit by the Government, with respect to sales made under the Schedule Contract,

- e. Furnish quarterly reports of the dollar value (rounded to the nearest whole dollar) of all sales under the Schedule contract during the preceding 3-month period, to include any partial month. A separate report for each Special Item Number (SIN) shall be prepared and submitted to **Digi**. The reports are due at **Digi** no later than: January 15, April 15, July 15, and October 15,
- f. Provide electronically basic business information, capabilities and financial information to the Central Contractor Registration (CCR) database maintained by the Defense Logistics Agency (DLA). Digi's Contract with GSA mandates the use of the CCR to comply with enacted regulations that require federal agencies to maintain certain information on all contractors and to pay every contractor through electronic funds transfer. Having the necessary contractor information centrally available will greatly enhance an agency's ability to comply with the law. Additionally, contractors will have to provide this information only once and update it annually and/or as key company information changes, rather than providing it in response to every government solicitation.
- g. Authorized GSA Reseller hereby acknowledges that **Digi** must pay GSA an industrial funding fee ("IFF") equal to one-percent of all sales made under the Schedule contract. Submission of inaccurate and/or false sales reports may result in fines, penalties and/or termination/cancellation of Digi's Schedule Contract. Therefore, Authorized GSA Reseller's failure to comply with this provision shall entitle Digi to immediately terminate this Agreement for cause. Authorized GSA Reseller shall indemnify and hold harmless Digi for all losses and damages arising from Authorized GSA Reseller's breach of these requirements. Authorized GSA Reseller agrees to pay all costs and reasonable attorney's fees that may be incurred by **Digi** in enforcing this indemnity. In the event that the Authorized GSA Reseller should cease to participate in Digi's Government Partner Program, this Agreement shall terminate as well as no further action on the part of either party shall be required to effect such termination.
- i. Notify **Digi** immediately of any contractual problems associated with any Government ordering entity that involves Digi's Schedule Contract.

The Authorized Government Partner hereby certifies that its participation in the performance of the **Digi** Schedule Contract will be in accordance with all terms, conditions, and prices of the Digi Schedule Contract.

In witness whereof, the parties hereunto have executed this agreement:

Digi International

**Authorized Government Partner**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature