



Partner Reseller Agreement (RA)

General Terms

Rockton Software offers the same margin structure to all reselling partners, regardless of sales volume. A signed Partner Reseller Agreement is required before any margin or referral fees will be paid.

All orders must be prepaid before registration keys are issued. Temporary and trial keys may be available at no charge upon request.

We accept Visa, MasterCard, and American Express. A 3% processing fee applies to all U.S. domestic credit card payments. ACH and e-check payments are accepted with no processing fee.

Rockton Software reserves the right to update this Agreement at any time. Continued sales activity following a revision constitutes acceptance of the updated terms.

Partner Margins for Rockton Product Subscriptions: 15%

Partner Margins for Rockton GP Perpetual Licenses: 30% Initial | 15% Renewal

Billing and Margin Eligibility To earn partner margins, you will be invoiced by Rockton Software for the agreed subscription terms (monthly or annual), less your margin. You are responsible for invoicing the customer directly. No margin will be paid on payments collected directly from the customer.

Payment on File Requirement To earn margin on subscription sales, you must provide Rockton Software with a valid credit card or ACH on file. Rockton will charge your payment method six (6) days prior to each customer renewal date and deliver a paid invoice by email, along with updated registration keys when applicable.

Pricing Change Notification Rockton Software will notify Partners by email ninety (90) days prior to any pricing changes. Upon receipt of that notification, the Partner is responsible for communicating the pricing change to their customers within thirty (30) days. Partners may not negotiate pricing exceptions, tiered adjustments, or alternative pricing arrangements on behalf of customers without prior written approval from Rockton Software.

Failure to notify customers within thirty (30) days of receiving a pricing change notice constitutes a material breach of this Agreement. In such cases, Rockton Software reserves the right to contact the customer directly and, at its discretion, transition the customer to direct billing with Rockton Software. Partners who are transitioned off an account due to failure to notify forfeit reseller margin on that customer for the duration of the customer relationship.

Support Responsibilities Partners serve as the first point of contact for customer support. You are expected to triage inquiries and escalate to Rockton only after exhausting your own resolution efforts.

Customer Entitlements Active customers are entitled to updates, upgrades, new features, and unlimited technical support for all supported versions of Rockton Software products and ERP connectors maintained by Rockton (including Acumatica, Microsoft Dynamics, NetSuite, and others).

sales@rocktonsoftware.com

www.rocktonsoftware.com

Toll Free: 877.476.2586 | International: 208.263.5288



RPM Referral Fee Program

Partners who introduce a qualified RPM opportunity where the customer elects direct billing with Rockton Software are eligible for a one-time referral fee in place of reseller margin.

Referring Partner: 5% Partner registers the opportunity and makes a qualified introduction to Rockton Software before any contact has been established with the prospect.

Active Partner: 10% Partner registers the opportunity and participates in at least two documented pre-close touchpoints (demos, discovery calls, or buying support).

To ensure accurate tier classification, partners should confirm each touchpoint by email to sales@rocktonsoftware.com. Rockton Software maintains final determination of Active Partner status.

Referral fees are calculated on the first-year RPM subscription only, excluding implementation and professional services. Fees are paid within sixty (60) days of the customer's full annual payment. Partners must provide a completed W-9 before payment will be issued.

A partner may not receive both a referral fee and reseller margin on the same customer for the same product. A partner who earns reseller margin on one Rockton product may still qualify for an RPM referral fee on the same customer, provided the opportunity is registered before Rockton Software has had any contact with the prospect regarding RPM.

To register an opportunity, email sales@rocktonsoftware.com before Rockton Software has had any contact with the prospect. Opportunities where a prior relationship exists will not qualify.

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Please bill my customers directly. I understand that by selecting this option, I forfeit eligibility for reseller margins on those accounts.

Reseller Company Name: _____ Website: _____

Reseller Phone Number: _____ Reseller MBS Account #: _____

Billing Address: _____

City: _____ State: _____ Zip: _____ Country: _____

ERP Specialization: Microsoft Dynamics GP Business Central Acumatica NetSuite Other
(check all that apply)

Contact Information:

Billing Contact Name & Title: _____

Billing Contact Email: _____

Billing Contact Phone #: _____

Sales Contact Name & Title: _____

Sales Contact Email: _____

Sales Contact Phone #: _____

Marketing Contact Name & Title: _____

Marketing Contact Email: _____

Marketing Contact Phone: _____

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Please email completed form to sales@rocktonsoftware.com

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