

SHOP-SCRIPT SOFTWARE RESELLER AGREEMENT

This agreement (hereinafter Agreement), made this (Month & Date) _____ (Year) _____ by and between WebAsyst LLC (hereinafter Author) and _____ (hereinafter Reseller).

1. Reseller functions

- a. Reseller will function as a reseller of the Shop-Script PRO open source software package (hereinafter Software) in the <specific territory>.
- b. Reseller's rights to resell Software within a <specific territory> shall not be exclusive unless otherwise agreed in writing.

2. Software Licensing

- a. Purchase of a single Software license (hereinafter License) gives Reseller the right to resell only one copy of the Software to a single end user either individual or business (hereinafter End User).
- b. Reseller is responsible to introduce the End User to the End User License Agreement (see Appendix 1). Reseller has rights to resell Software only to End Users who accept terms and conditions of the End User License Agreement.

3. Price Schedule

- a. Prices for Software are set by the following Price Schedule:
 - First License Price: **US \$179.00**
 - Prices for 2nd and further licenses: **US \$89.50**
- b. All prices for Software provided to Reseller by Author are in US Dollars.
- c. Reseller has rights to set its own prices for any custom services provided to its customers, including, but not limited to, Software installation services, custom modifications services, consulting services.

4. Customer Support

- a. Reseller is responsible for providing customer service to the End User including technical support and consulting.
- b. Author has no responsibility to provide support of any kind to Reseller's customers.
- c. Author will provide technical support to Reseller for Software installation, usage and understanding the source code, excluding questions regarding Software source code modification, configuration of the third party software related to the Software, or any companion sources code written by third parties.

5. Payment and Terms

- a. Reseller is responsible for payment to Author for each sold License according to the Software Price Schedule.
- b. Reseller has no rights for non-commercial distribution of the Software.
- c. Reseller is responsible for full payment of orders shipped to his customers. Failure of Reseller's customer to pay after order has been shipped to customer in no way relieves the Reseller's obligation to make full payment to Author.
- d. Author will not be liable to Reseller for losses of any kind due to the Reseller's customer's actions including, but not limited to, credit card charge-backs from, or refunds to Reseller's customers.
- e. Reseller shall be responsible for paying all taxes of any nature which become due with regard to Author services, except for taxes on Author's income, irrespective of which party may be responsible for reporting or collecting such taxes.
- f. If due to bank charges, transfer fees or the like, Author receives less than the invoice amount, Author will re-invoice Reseller for the shortfall. In the event that

any amount remains unpaid thirty (30) days after presentation of invoice, Author may discontinue, withhold, or suspend services to Reseller.

- g. Reseller hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by Author in the collection of any amount due it.

6. Limitation of Author Liability

- a. Author liability to Reseller is limited to the amount paid to and received by Author for products not delivered.
- b. Author will not be liable to Reseller or any of its customers for losses or damages of any kind, resulting from loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non – deliveries, or service interruptions, whether or not caused by the fault of negligence of Author.

7. Reseller policy

- a. Regardless of the type of License purchased by Reseller, Reseller must provide contact information for his customers to Author which includes the following information:
 - Customer company name (if applicable)
 - Customer primary contact first and last names
 - Customer e-mail address
 - Customer phone number
 - Customer physical address including country, state/province, ZIP code, city and street address
- b. Author will provide Reseller and each registered Reseller's customer with the order ID. Validity of the License can be verified on the Author web-site.
- c. Author will approve all sales. Sales that are later discovered as fraud, or which incur charge-backs will be charged to the Reseller.
- d. Reseller may advertise in publications of general circulation.
- e. Reseller agrees not to promote Software in any way that would be considered unsolicited, commonly referred to as SPAM. Reseller acknowledges that abuses may terminate this agreement.
- f. The Reseller agrees not to misrepresent Author or exaggerate in order to close a sale.
- g. Author reserves the right to change the Reseller policies at any time. However, any valid sales up until the time of these changes will be paid in full.
- h. Author has authored the advertising copy and content of the Author web-site(s) and agrees to allow Reseller to use materials provided. Author still retains all legal copyrights. Misuse of any portion of graphics, ad copy, articles and other materials outside of these terms or for any other reason unassociated to executing this Agreement is considered copyright infringement and will be legally prosecuted as such. The Reseller agrees to use materials only within these terms, specifically and exclusively for reselling the Software.
- i. Author may contact Reseller customers only for audit of Reseller services.
- j. Author has no rights to make direct commercial offers to Reseller's customers.

8. Termination

This Agreement shall run for one (1) year and shall automatically renew for a similar term thereafter unless otherwise agreed by parties. This Agreement may be terminated only by Reseller or Author as provided below:

- a. **By Reseller:** Reseller may terminate this Agreement at any time by notifying Author in writing at least 30 days prior to the proposed date of Reseller's intent to cancel this Agreement. Reseller assumes responsibility for complete payment and

discharge, on or before the terminal date, of all obligations, both to Author and to other parties, incurred by Reseller and his customers.

- b. **By Author:** Author may terminate this Agreement at any time upon 30 days notice. Termination will ensue if Reseller has failed to make timely payment of any monies owed to Author, or has violated a provision of the Agreement and has been notified in writing of such default, and has failed to remedy such default with 30 days of giving such notice. However, if Author discovers illegal or unethical practices, including undercutting Author's prices and/or "dumping" by Reseller, Author may terminate this agreement immediately.

Author may modify any of the terms and conditions contained in this Agreement, at any time, at his sole discretion. By posting and/or emailing a change notice or a new agreement to the Reseller, and by the signing of all parties, hereto which modification shall become a part of this Agreement.

RESELLER ACKNOWLEDGES HAVING READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. RESELLER UNDERSTANDS THAT AUTHOR MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) PURSUE SALES ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB-SITES THAT ARE SIMILAR TO OR COMPETE WITH RESELLERS WEB-SITE. RESELLER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF THIS AGREEMENT AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Signatures

I understand and accept all terms and conditions of the Reseller Agreement.

Reseller: _____ Date: _____

Author: _____ Date: _____

Appendix 1

End User License Agreement

This End User License Agreement (hereinafter End User Agreement) is an agreement between you and WebAsyst LLC (hereinafter Author). The End User Agreement applies to all commercially distributed versions and modifications of Shop-Script PRO and Shop-Script PREMIUM software (hereinafter Software).

1. Software is a set of source code files (PHP scripts and associated materials like SQL scripts, reference manual and the text of this End User Agreement) designed to implement an online shopping cart system and reproduced either in files or on paper including soft and/or hard copies.
2. By purchasing the Software you acknowledge that you have read this End User Agreement, and that you agree to the content of the End User Agreement and its terms, and agree to use the Software in compliance with this End User Agreement.
3. The End User Agreement comes into legal force at the moment when you download this Software from our site or receive it through email or on data medium at the Author's discretion.
4. The Author is a copyright holder of the Software. The Software or a portion of it is a copyrightable matter and is liable to protection by the law. Any activity that infringes terms of this End User Agreement violates copyright law and will be prosecuted according to the current law.
5. The Software is sold "AS IS" without warranties as to performance, merchantability, data integrity, and warranty of any kind, either expressed or implied. The Author is not liable for any damage or possible damage caused to you, your information and your business arising out of the use or inability to use this Software.
6. This End User Agreement gives you the right to use only one copy of the Software for one online shopping cart system on one web-server. A separate License should be purchased for each new Software installation. Any distribution of the Software without preliminary Author's consent, including noncommercial distribution is regarded as violation of this End User Agreement and entails liability, according to the current law. You can create and use additional copy of the Software exclusively for testing purposes or making changes to the initial code, on condition that such copy is not accessible by third parties.
7. You have the right to make any changes into the initial code of the Software at your discretion. On condition that further on the Software is used in compliance to this End User Agreement and on condition of copyright reservation. The Author is not liable for performance of this Software if you make any changes.
8. The Author is not liable to you for prosecution arising from use of the Software against law (including, but not limited, selling prohibited products or products acquired as a result of criminal activity exasperating interracial or international antagonism through the online shop; and etc.).
9. The End User Agreement may be terminated in case you delete all received files, documents and their copies. Termination of this End User Agreement does not bind the Author over to return you the funds spent for purchase of the Software.