

Reseller/Distributor License Agreement

This Non-Exclusive Software Reseller/Distributor Agreement ("Agreement") is entered into between Lovelysoft and *company or individual name entered into the online application form* ("Reseller").

WHEREAS Lovelysoft publishes and sells Products; and

WHEREAS Reseller is in the business of reselling computer products to End-Users and other resellers.

1. DEFINED TERMS

1.1. "*Products*" shall mean any software described in **Exhibit A**, attached hereto and incorporated herein, and all related documentation included therewith in any form and on any media and all fixes, updates, modifications, enhancements and new releases of the foregoing. Other Products that are now or may in the future be offered for distribution are expressly excluded from this Agreement.

1.2. "*Reseller Price*" shall mean the price Lovelysoft charges Reseller for Products.

1.3. "*End-User*" shall mean any Person that downloads Software Products for his, her, or its use and not for redistribution.

1.4. "*Person*" means any individual, partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

1.5. "*Intellectual Property Rights*" shall mean and include all patents whether issued or pending, copyrights, trademarks, trade names, service marks and other proprietary rights or applications therefore which Lovelysoft may at any time own, adopt, use, or register with respect to its products or its business.

2. CERTAIN RIGHTS GRANTED

2.1. *Grant by Lovelysoft.* Subject to the terms and conditions set forth herein, Lovelysoft hereby grants to Reseller the following rights:

- a) a non-exclusive non-transferable right to exhibit, market, demonstrate, distribute and sell the licenses to use Products to End-Users, directly or through sub-resellers, or other resellers;

- b) the right to use, publish and display the Products names, text, images, logos, promotional and marketing materials on the Reseller web sites in connection with the posting of hyperlinks to the Products.

2.2. *Delivery of Software Products.* Upon the purchase by Reseller of Products in accordance with **Section 3.1** Lovelysoft shall promptly provide Reseller with Products license keys (an alpha-numeric fixed-length text value) which activates Products pursuant to the number of licenses purchased by Reseller or on Reseller's behalf and enables the full functionality of software Products beyond the trial period.

3. **PRICES AND PAYMENTS**

3.1. *Prices.* Lovelysoft will sell to Reseller, any number of End-User licenses for software Products at the purchase prices and with the discounts established. Lovelysoft may change the prices of any Products at any time by publishing its new prices.

3.2. *Payment.* Reseller agrees to pay in full for Products prior to electronic delivery of license keys from Lovelysoft. Products are not returnable.

3.3. *Taxes and Other Payments.* Prices to Reseller do not include taxes of any nature. Reseller will pay such taxes when needed. Reseller shall cover all fees and processing expenses for chargebacks, frauds, and refunds.

4. **CHANGES IN PRODUCTS AND SUPPORT.** Lovelysoft reserves the right at any time without liability or prior notice to:

- a) determine what constitutes each Product, including, but not limited to its features, characteristics, documentation, and related materials;
- b) discontinue its sale of any or all Lovelysoft products which may include, but not be limited to, discontinuation due to the grant to a third party of exclusive sales or marketing rights to one or more Products;
- c) change or terminate any of the features of the Products

5. **INTELLECTUAL PROPERTY RIGHTS**

5.1. *Lovelysoft's Exclusive Rights.* Reseller acknowledges Lovelysoft's exclusive right, title and interest in and to any and all Intellectual Property Rights, and Reseller will not at any time do or cause to be done any act or thing impairing or tending to impair any part of said right, title and interest. Reseller acknowledges and agrees that all of these Intellectual Property

Rights shall remain the exclusive property of Lovelysoft. Reseller shall not remove Lovelysoft's copyright notices and/or trademarks from any copy of the Products or market or license the Products under any name, sign or logo other than the trademarks set forth in **Exhibit A** hereto.

5.2. *Prohibited Actions.* Reseller shall refrain from: copying, reproducing, reverse engineering, disassembling, decompiling, customizing or otherwise modifying the Products.

6. **TERMINATION OF AGREEMENT.** Reseller or Lovelysoft may terminate this Agreement at will, at any time, with or without cause, by giving written notice.

7. **DISCLAIMER OF WARRANTY**

7.1. *Warranties.* Lovelysoft makes no warranties or representations as to the performance of the Products or as to service to Reseller or to any other person, except as set forth in License Agreement accompanying delivery of the Products. Lovelysoft reserves the right to change the warranty and service policy set forth in such License Agreement, or otherwise, at any time, without further notice and without liability to Reseller or any other person. Lovelysoft does not warrant the output of the Products to meet the standards or requirements, which may be applicable to any End-User's business. Lovelysoft does not make or give any representation or warranty with respect to the usefulness or the efficiency of the Products, it being understood that the degree of success with which equipment, software programs and materials can be applied to data processing is dependent upon many factors, many of which are not under Lovelysoft's control.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, ALL CONDITIONS, WARRANTIES, REPRESENTATIONS, LIABILITIES AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED ARISING FROM NEGLIGENCE OR IMPOSED BY STATUTE OR OTHERWISE, IN RESPECT OF THE SUPPLY AND OPERATION OF THE PRODUCTS OR ANY RELATED SERVICES, INCLUDING ANY CONDITIONS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AS TO CORRESPONDENCE WITH DESCRIPTION, ARE HEREBY DISCLAIMED.

THE LIABILITY OF LOVELYSOFT, IF ANY, FOR DAMAGES RELATING TO ANY LOVELYSOFT PRODUCTS SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY RESELLER FOR SUCH PRODUCTS AND SHALL IN NO EVENT INCLUDE INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF

LOVELYSOFT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

7.2. *Reseller Warranty.* Reseller agrees that it shall not make any warranty, guarantee, or representations, express or implied, greater in scope or duration than that as set forth in this **Section 7**.

Lovelysoft

EXHIBIT A

LOVELYSOFT SOFTWARE PRODUCTS

Product name	Price in USD	Price per	Valid for
AdminToys Suite	149	one license	single user, unlimited remote connections