

Software Reseller Agreement

The parties,

1. Supplier, registered with the Chamber of Commerce under number 1234578 (referred to hereafter as the "Supplier"),
and
2. Reseller, registered with the Chamber of Commerce under number 87654321 (referred to hereafter as the "Reseller"),

whereas:

- The Supplier has developed a software package called Software (hereafter: "the Software"),
- The Reseller has experience in promoting and selling third-party software under its own name ('white label'),
- The Reseller is willing to promote and sell the Software in this manner,
- The Supplier is willing to permit this worldwide in exchange for compensation,

have agreed on the following:

Article 1. Appointment as reseller

1.1. The Supplier hereby appoints the Reseller as a reseller of the Software. The Reseller may sell licenses for the Software and supply copies of it to third parties, under its own name and for its own account, subject to the provisions of this agreement.

1.2. The appointment is effective worldwide and is not exclusive.

1.3. The Reseller will modify the outward appearance of the Software in order to make it recognizable to the relevant public as coming from the Reseller.

1.4. The Reseller will endeavor to promote the Software and increase its familiarity to the relevant public.

1.5. The Reseller will not undertake any promotional activities that are prohibited under local legislation or which could damage the Supplier's reputation. Promotion via unsolicited email communication ('spam') and the installation of (trial versions of) the Software at end users without explicit permission in particular are prohibited.

Article 2. Granting of a license

[REDACTED]

[REDACTED]

Article 3. Guarantees and support

3.1. The Supplier guarantees that the Software works substantially as described in the documentation; that the Software does not contain any viruses, backdoors or malicious routines; that the Software does not infringe any third-party rights (such as copyrights), which excludes infringements caused by specific use of the Software; but makes no guarantees or promises beyond this.

3.2. The Reseller is itself responsible for all support to its users of the Software. Except for the documentation and other materials provided by the Supplier, the Supplier is not required to provide any support or solve any problems submitted by users of the Reseller.

Article 4. Supply of updates

[REDACTED]

Article 5. Reports

5.1. The Reseller will report to the Supplier quarterly on the number of sublicenses granted .

5.2. The results reported in accordance with the previous paragraph are binding, unless the Supplier can provide convincing evidence to the contrary. In this context the Supplier has the right to have an independent registered accountant audit the Reseller's accounts , confidentially, in order to verify the results.

Article 6. Fees and payment

[REDACTED]

Article 7. Payment conditions

7.1. The Supplier will send the Reseller an invoice for all amounts owed, and has the right to do this electronically.

7.2. The payment term for invoices is 14 days from the invoice date, unless the invoice states a longer

payment term.

7.3. If an amount that is owed is not paid within the payment term, statutory interest is owed on the outstanding invoice amount, without further notice of default being necessary. In the event payment is not made on time, the Reseller will also be obliged to fully compensate both the judicial and the extrajudicial collection costs, including the costs of lawyers, bailiffs and collection agencies, in addition to the amount owed and the interest due thereon.

7.4. The claim for payment is immediately due if the Reseller is declared bankrupt, applies for a moratorium on payments, full attachment is levied on its assets, it goes into liquidation or it is dissolved.

Article 8. Non-disclosure and confidentiality

8.1. The parties will treat confidentially any information that they provide to each other before, during or after performance of the agreement if said information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties will also impose this obligation on their employees and on any third parties they engage for performance of the agreement.

8.2. This obligation will continue to exist after the agreement ends for any reason whatsoever and for as long as the providing party can reasonably claim the confidentiality of the information.

8.3. The Supplier reserves the right at all times to use the knowledge acquired through performance of the agreement for the benefit of other clients, to the extent no confidential information of the Reseller is used in this.

Article 9. Limitation of liability

[REDACTED]

Article 10. Term and termination

10.1. This agreement is entered into for an indefinite period of time starting on the day of signing.

10.2. Either party may terminate the agreement with due observance of a notice period of three months.

10.3. No notice period applies if the agreement is being terminated because of a failure on the part of the counterparty. This kind of termination does however require a notice of default in accordance with Article 9.4, except in cases where the law does not require a notice of default.

10.4. Either party also has the right to terminate the agreement with immediate effect if the other party is declared bankrupt or applies for a moratorium on payments, a general attachment is levied against the other party's assets, the other party dies, it goes into liquidation or is dissolved.

10.5. The Reseller may conclude no new end user license agreements after termination. End user license agreements already concluded do not lose their effect as a result of this termination. The Reseller reserves its rights (and obligations) under this agreement to the extent necessary to comply with these end user license agreements.

Article 11. Amendment of the agreement

[Redacted text]

Article 12. Applicable law

12.1. Dutch law applies to this agreement.

12.2. Any disputes that cannot be settled amicably will be submitted to the competent Dutch court in the district where the Supplier has its registered office.

Article 13. Other provisions

13.1. If any provision of this agreement proves invalid, this will not impair the validity of the entire agreement. In that case the parties will adopt one or more new provisions that implement the intention of the original agreement as much as legally possible.

13.2. The version of any communication received or stored by the Supplier serves as authentic and binding proof, subject to evidence to the contrary provided by the Reseller.

13.3. "Written/in writing" in these conditions also refers to email and fax communication, provided the identity of the sender and the integrity of the contents is adequately established.

13.4. The parties may only transfer their rights and obligations under this agreement to a third party with the other party's advance written permission, except in the case of the transfer of the entire business or the relevant part thereof.

Was signed,

For Supplier

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Name:

Date:

Place:

For Reseller

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Name:

Date:

Place:

VOORBEELD