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| --- | --- | --- | --- |
| **Agreement No:** |  | **Publisher Program Tier:** | **Corporate Partner** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Publisher:** |  | Sales Contact Name: |  |
|  |  | Sales E-Mail: |  |
| Address: |  | Marketing Contact Name: |  |
|  |  | Marketing E-Mail: |  |
|  |  | Technical Contact Name: |  |
|  |  | Technical E-Mail: |  |
|  |  | Executive Contact Name: |  |
|  |  | Executive E-Mail: |  |
| Web Site: |  | Accounts Contact Name: |  |
| General E-mail: |  | E-Mail: |  |
| Telephone: |  | Publisher Sales Tax # |  |
| Facsimile: |  | Or VAT/IVA Number: |  |

|  |  |  |
| --- | --- | --- |
| **All Product(s)** | **Publisher’s Suggested**  **Retail Price (PSRP)** | **Purchase Price**  **(PSRP less % Discount)** |
| New Licenses & New Subscriptions | PSRP as per Price List | 40% Discount |
| Upgrade Licenses & Subscription Renewals | spreadsheet attached | 40% Discount |
| Support & Maintenance (Annual, 2 Year or 3 Year Plans) | **Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | 40% Discount |
| Support & Maintenance Renewals | & regularly updated | 40% Discount |
| Other Licenses & Special Offers | during this Agreement | 40% Discount |
|  |  |  |
| **Notes:** Publisher agrees to regularly provide a full price list in Excel format of all the Products marketed by Publisher, including any current special offers, prices for new Products, new Product versions, licenses, upgrades, subscriptions, renewals, support, maintenance and annual support or maintenance renewals that subject to 6.1 (c) will update the Product PSRP and Purchase Price. | | |

|  |  |
| --- | --- |
| **Supplementary Agreements & Addenda:** The following additional agreement documents have also been signed: | **None** |
| Professional Partner Supplement (Gives more marketing than the Author tier) | **No** |
| Corporate Partner Supplement (Gives more marketing than Professional Partner) | **Yes** |
| Enterprise Partner Supplement (Gives more marketing than Corporate Partner) | **No** |
| Source Code Escrow Addendum | **No** |
| Electronic Software Delivery Addendum (Enables you to use our system to run your own Web store) | **No** |
| **Notes:** All Supplementary Agreements and Addenda form part of this Agreement when executed and all the other Terms and Conditions continue to apply. In the event of any conflict between a Supplementary Agreement or Addendum and other Terms and Conditions the Supplementary Agreement or Addendum will prevail. Discontinuance of a Supplementary Agreement or Addendum does not otherwise affect the continuity of this Agreement. | |

|  |  |
| --- | --- |
| **Subscription Fees:** | **Fee Value** |
| Initial Set Up Fee(A $500 USD one-off fee) | **Waived *–* Free of Charge** |
| Monthly Subscription Fees(12 x $1,200 USD monthly charges – total cost $14,400 USD) | **$1,200 USD per Month** |
| **Notes:** | |

I accept the Terms and Conditions of this Agreement shown overleaf and the subscription fees shown above:

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature:** |  | **Signature:** |  |
| **Name:** | Signed for and on behalf of Publisher | **Name:** | Accepted for and on behalf of ComponentSource Limited  Harry Kelly |
| **Title:** |  | **Title:** | Managing Director |
| **Date:** |  | **Date:** |  |

# Scope & Term

1. This Agreement governs the relationship between ComponentSource and Publisher, including obligations by ComponentSource to include the Products and Materials on the Web-site and to resell Product licenses, plus obligations by Publisher to provide Products and Materials to ComponentSource, and to provide technical support for the Products, all subject to these Terms and Conditions.
2. This Agreement is effective from the date of ComponentSource acceptance shown on the front page and will remain in full force and effect for a minimum period of one year, thereafter renewing automatically for successive one year periods, unless terminated by not less than three months’ notice from one party to the other to expire on an anniversary of the effective date, or unless otherwise terminated under Clause 11 below.
3. All Supplementary Agreements and Addenda will terminate automatically when this Agreement ends.

# General Definitions

1. ‘ComponentSource’ is a trading name of ComponentSource Limited, registered in England number 2890788 with its principal place of business at The White Building, 33 King’s Road, Reading, Berkshire, RG1 3AR, England.
2. ‘Customer’ is a customer of ComponentSource purchasing Product licenses for its own use or is a reseller purchasing Product licenses for resale to their customer.
3. ‘IPRs’ mean all intellectual property rights, including but not limited to copyrights, trade secrets, know-how, patents, trademarks, service marks, word marks and design rights, whether registered or conferred by law.
4. ‘Materials’ comprises Product evaluations, demonstrations, documentation, help files, technical information, marketing information and the full retail version(s) of the Product(s).
5. ‘Personal Data’ is any data or information relating to an identified or identifiable living person that enables that person to be identified by any direct or indirect means, including name, street address, email address, IP address, telephone number.
6. ‘Product’ is any Publisher product shown in the Price List attached to this Agreement or any new product, or new edition or version released by Publisher and sold under license by ComponentSource.
7. ‘PSRP’ is Publisher Suggested Retail Price for a Product, including new license, upgrade, subscription, renewal, support, maintenance, run-times or special offers.
8. ‘Publisher’ is the company shown on the front page of this Agreement wishing to supply Products to the market through license sales using ComponentSource.
9. ‘Purchase Price’ is the PSRP for a Product, less the Discount shown on the front page of this Agreement, excluding any sales, use or value added taxes that ComponentSource is required to collect.
10. ‘Terms and Conditions’ are the terms and conditions in this Agreement, including the terms and conditions in any Supplementary Agreement or Addendum.
11. ‘Web-site’ is the commercial site maintained by ComponentSource on the world-wide web at www.componentsource.com and other ComponentSource Web sites, which will contain the Products and Materials for distribution by ComponentSource.

**3. ComponentSource Undertakings**

1. To publish the Products and Materials on the Web-site for download by our Web-site users and Customers and to market and sell Product licenses to them worldwide.
2. To use its reasonable commercial endeavours to ensure that Materials will bear the copyright notice, if any, provided by Publisher, subject to which the Materials may be distributed by ComponentSource without limitation.
3. To submit Products to major search engines and to list Products in relevant ComponentSource partner stores.
4. To provide a URL link to Publisher’s Web-site from the Web-site, using a link provided by Publisher.
5. To provide Customers with toll free numbers for contacting ComponentSource, local language customer service and local currency Product pricing and purchasing.
6. To report any Sales made to Customers to Publisher by e-mail and in an on-line Sales Report viewable by Publisher.
7. ComponentSource will provide a support service to Customers for a thirty (30) day period from the date of purchase. Any issues that ComponentSource is unable to resolve will be passed to Publisher for resolution.
8. ComponentSource will exercise all reasonable care to prevent the unauthorised use of the Products and Materials.
9. From time to time ComponentSource will offer Publisher additional marketing opportunities. Additional fees, terms and conditions will apply in such cases and Publisher may notify its agreement to these by signing a separate Addendum Agreement. Publisher will receive a ten per-cent (10%) discount on any marketing fees due.
10. ComponentSource will protect all Personal Data supplied or obtained in connection with this Agreement in accordance with the data protection requirements of the EU General Data Protection Regulation (GDPR), the EU-US Privacy Shield, and the requirements of any other applicable jurisdiction declared adequate by the EU for the purposes of the GDPR.

**4. Publisher Undertakings**

1. In submitting all the Products for inclusion on the Web-site, Publisher agrees to supply those Products and Materials virus-free and to use the Product submission procedures each time a new Product or version is released.
2. To provide the latest version of each Product and related Materials upon release for publication on the Web-site by e-mail or by download from an 'FTP Site' or by CD/DVD.
3. To ensure that the Materials for each Product accurately reflect the functionality of the full retail version.
4. To regularly provide, by email, a full Excel price list of all the Products marketed by Publisher that***,*** subject to 6.1(c)***,*** may update the Product PSRP and Purchase Price.
5. Unless another form of supply has been agreed, to provide a minimum quantity of two-hundred & fifty (250) serial numbers in advance on consignment, for any Product that needs further unlocking or license activation, and to re-supply the same upon request in a timely and efficient manner. To also supply serial numbers for Product testing.
6. To put ComponentSource, the Web-site, e-mail address, telephone and toll-free numbers on Publisher’s Web-site as an authorised reseller or distributor of the Products.
7. To provide a URL link to the Web-site from Publisher’s Web-site, using a link provided by ComponentSource.
8. Publisher will display the ComponentSource logo and Publisher Program Tier logo on Publisher’s Web-site.
9. To register ComponentSource as a Customer of each Product, at no additional charge, to ensure that ComponentSource is kept up to date with all information issued by Publisher about new releases or patches.
10. To provide technical support for each Product to ComponentSource via forums, e-mail and telephone, in a timely and efficient manner. To also provide free access to any paid or premium support area of Publisher’s Web-site for the use of ComponentSource technical support staff.
11. Subject to its adherence to its undertaking at 4 (o) below, to use the Customer details provided by ComponentSource to register the Customer in its databases, to facilitate efficient handling of Customer technical support requests. The Customer details will not be passed on to third parties or used for any purpose other than to give technical support.
12. Publisher further agrees that, given that ComponentSource will contact Customers (subject to their consent) to market Product upgrades and renewals for Publisher, that Publisher will not use the Customer e-mail address provided under clause 6.1 f) below for marketing purposes. This is to avoid our Customers receiving multiple e-mails from multiple suppliers.
13. To promptly advise ComponentSource when a Product version has been withdrawn for technical reasons.
14. Publisher agrees that by submitting Product(s) for inclusion on the Web-site, ComponentSource may at its option and cost, also include or license the usage of the related Materials on other Web-sites, CDs/DVDs or other media that it or other parties may produce.
15. To protect all Personal Data supplied or obtained in connection with this Agreement, including but not limited to the Customer sales reports in 6.1(f) below, in accordance with the data protection requirements of the EU General Data Protection Regulation (GDPR), the EU-US Privacy Shield, and the requirements of any other applicable jurisdiction declared adequate by the EU for the purposes of the GDPR.

**5. ComponentSource Customer Services**

1. All Customers purchasing a Product license or subscription from the Web-site will first be required to agree to the ComponentSource purchasing terms and conditions and to provide valid payment details so that they can be charged.
2. When a Customer has supplied valid payment details ComponentSource will issue the correct Product licenses. In those circumstances where it has been agreed that Publisher may provide email links to its Products to licensed Customers directly, it will simultaneously copy such links to ComponentSource. Publisher acknowledges and agrees that all subsequent Customer support will be managed by ComponentSource.
3. Subject to its adherence to its undertaking at 3 (j) above,ComponentSource will contact Customers who have purchased prior Product version licenses or subscriptions and offer them upgrade and/or renewal offers.
4. ComponentSource will control the purchase of Product upgrades and renewals by ensuring that Customers are required to supply details of their current license for verification, prior to downloading the Product.
5. ComponentSource will create a copy of the full retail version of the Product as supplied by Publisher on the Customer’s hard disk so that the Customer can install and use it.
6. ComponentSource will be allowed to provide, or require Publisher to provide, the latest version of each Product free of charge to any Customer who has purchased the previous Product version within the last thirty (30) days from ComponentSource.
7. ComponentSource is hereby authorised by Publisher to make copies of Product(s) and Materials as reasonably necessary for the purpose of providing Customers with machine-readable copies and for back-up purposes and for the efficient and secure operation of its business.

# 6. Sales, Fees & Payment Terms

# 6.1 Product Sales & Payment Terms

1. As part of the setup process, ComponentSource will contact Publisher after signing the Agreement to collect bank account information for the electronic payment for product sales due to Publisher.
2. For each Product Publisher will provide ComponentSource with the PSRP for all the license purchase options.
3. Publisher will give ComponentSource three (3) months notice of any changes to the PSRP of each Product.
4. For subsequent Product license sales, the Purchase Price will be payable by ComponentSource to Publisher.
5. ComponentSource has the right to resell any Product to Customers, from any ComponentSource group company or subsidiary, for more or less than the PSRP, provided that ComponentSource pays the Purchase Price to Publisher.
6. ComponentSource will provide to Publisher Sales Contact by e-mail and via secure logon to the Web-site, a sales report giving details of the Customers who have purchased Product licenses. The details will include: Customer name, e-mail (upon request if the e-mail is needed for product licensing or activation), organization, address, product purchased, quantity licensed and serial numbers allocated.
7. ComponentSource will provide via secure logon to the Web-site, a Monthly Financial Report showing the amounts due.
8. ComponentSource will pay Publisher at the end of the month following the month of sale, less any refunds.
9. ComponentSource will pay Publisher in: USD, EUR, GBP or JPY as requested by Publisher.

# 6.2 Subscription Fees

1. After signing the Agreement ComponentSource will contact Publisher to obtain credit card details for the payment of the subscription fees shown on the front page of the Agreement.
2. Publisher agrees to pay the Fees as defined above to market its Product(s) on the Web-site. ComponentSource reserves the right to remove Products from the Web-site if any payment is not made by the due date.
3. ComponentSource reserves the right not to include any Product on the Web-site at any time for any reason, in which event an appropriate proportion of the fees will be refunded, except where the Product submitted for inclusion fails to meet the minimum quality standards or requirements.
4. The Initial Registration Fee and the Subscription Fee are exclusive of any sales, use or value added taxes and the Subscription Fee may be increased not more than once annually by 3 month’s notice to Publisher.

# 7. Warranties

1. Publisher represents and warrants that the Products will function properly and in accordance with any marketing and technical information provided by Publisher.
2. Publisher further represents and warrants that the Products and Materials do not infringe any IPRs of any third party. **However for the avoidance of doubt the indemnity in clause 8(a) below will not apply in circumstances where any alleged infringement of IPRs arises as a result either of the combination of a Product with other products or of the modification of a Product, unless such combination or modification has been carried out or expressly authorised by Publisher.**

# 8. Indemnities and Limitations of Liability

1. PUBLISHER INDEMNIFIES AND WILL HOLD HARMLESS COMPONENTSOURCE, ITS LICENSORS, DEALERS, INDEPENDENT CONTRACTORS AND AGENTS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES) RELATING TO OR ARISING FROM PUBLISHER-SUPPLIED CONTENT OF THE PRODUCT(S) AND MATERIALS OR THE LICENSING OF THE UNALTERED PRODUCT(S) OR MATERIALS BY COMPONENTSOURCE, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO LIABILITY FOR INFRINGEMENT OF PROPRIETARY RIGHTS OR DEFECTIVE PRODUCTS.
2. THE INDEMNITIES IN (a) ABOVE ARE CONDITIONAL UPON PUBLISHER BEING NOTIFIED IN WRITING PROMPTLY AFTER A CLAIM HAS BEEN MADE, BEING GRANTED SOLE CONTROL OF THE DEFENCE OF THE CLAIM, AND RECEIVING COMPLETE AND ACCURATE INFORMATION AND FULL ASSISTANCE OF THE CLAIMANT TO ENABLE PUBLISHER TO SETTLE OR DEFEND THE CLAIM.
3. SUBJECT TO PARAGRAPH (a) ABOVE EACH PARTY LIMITS ALL PROPERTY-RELATED LIABILITY DUE TO ITS NEGLIGENCE OR OTHER TORTIOUS DEFAULT IN PERFORMANCE OF THIS AGREEMENT TO A MAXIMUM OF TWO HUNDRED THOUSAND POUNDS (£200,000) PER EVENT OR SERIES OF CONNECTED EVENTS IN DIRECT DAMAGES INCLUSIVE OF ALL LEGAL FEES.
4. SUBJECT TO PARAGRAPH (a) ABOVE DIRECT CONTRACTUAL LIABILITIES OF THE PARTIES TO EACH OTHER WILL NOT EXCEED CUMULATIVELY THE PURCHASE PRICE FOR EACH PRODUCT EXTENDED BY THE NUMBER OF COPIES ACTUALLY RESOLD BY COMPONENTSOURCE DURING THE PRECEDING YEAR AT THE DATE OF CLAIM (OR AS AT THE DATE OF CLAIM IN THE FIRST YEAR OF THIS AGREEMENT).
5. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE HELD LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR ARISING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY.

**9. Trademarks**

1. ‘ComponentSource’ and the ComponentSource logo are registered trademarks of ComponentSource. During this Agreement Publisher is granted the right to use these trademarks on Publisher’s Web-site and in such other manner as Publisher deems appropriate to its business. Publisher will comply with any requirements of ComponentSource concerning presentation of the ComponentSource trademarks (including size and colour) and will always attribute the trademarks to ComponentSource by addition of the ® symbol.
2. During this agreement Publisher grants ComponentSource the right to use Publisher logo, images, screen-shots and trademarks on the Web-site and in such other manner as ComponentSource deems appropriate to its business. ComponentSource will comply with any requirements of Publisher concerning presentation of such trademarks (including size and colour) and will always attribute the trademarks appropriately.

## 10. Confidential Information

1. The parties recognise that in connection with this Agreement they may each receive from time to time trade secrets and other confidential or proprietary information or data of the other party, including without limitation information concerning the other party’s business, customers, finances, contractual arrangements dealings and transactions, reports, recommendations, source and object program codes and development plans. All such information or data which is either in writing and expressed to be confidential, or is stated at the time of disclosure to be confidential and this is confirmed in writing within seven (7) days, or is information or data of such a character that any person acting reasonably would recognise it to be confidential, will be treated by the receiving party as confidential and will be safeguarded by the receiving party with the same care as it would reasonably treat its own confidential information, including confining dissemination of it to those of its employees who need to know it, and preventing its disclosure to or access by any third party. The parties agree however that their most sensitive and valuable confidential information will only be disclosed under separate and express Non-Disclosure Agreement.
2. Confidential information excludes information already in the public domain unless it is placed there by the default or breach of the receiving party.
3. The requirement for confidentiality in this clause 10 will survive termination of this Agreement by three (3) years.

# 11. Termination and Consequences

1. If either party is in material or persistent breach of this Agreement that is not remedied thirty (30) days after notice of the breach has been given, or if a party is involved in any legal proceedings concerning its solvency or commences liquidation (except for purposes of reconstruction) or ceases or threatens to cease trading or if serious doubt arises as to its solvency, the other party will be entitled to terminate this Agreement by notice having immediate effect.
2. Upon expiration or termination of this Agreement each party will return to the other party, or certify the destruction of, all confidential information not previously returned.
3. Upon expiration or termination of this Agreement each party will return promptly to the other party any of that party’s property still in its possession.
4. Publisher’s right to use the trademarks of ComponentSource will cease immediately on the expiration or termination of this Agreement and Publisher will act diligently to remove all references to ComponentSource trademarks from Publisher’s Web-site and from any other materials of Publisher.

# 12. General

## 12.1 Effective Date

This Agreement and any Supplementary Agreement or Addendum are only valid in each case when signed by Publisher and accepted by ComponentSource.

## 12.2 Entire Agreement

1. This Agreement together with any then current Supplementary Agreements and Addenda represents the entire agreement between the parties in relation to their respective subject-matter.
2. Each party warrants to the other that it has not relied upon, or been induced to enter into this Agreement by, any representation not recorded in this Agreement.
3. No amendments to the Terms and Conditions will be valid unless confirmed in writing and signed by a Director of ComponentSource and by an authorised signatory of Publisher, on or after the date of this Agreement.

## 12.3 Invalid Terms and Waiver

1. In the event that any of these Terms and Conditions is judged illegal or unenforceable in whole or in part for any reason the continuation in force of the remainder of these Terms and Conditions will not be prejudiced.
2. No delay or failure by either party to enforce its rights under this Agreement will prejudice or restrict its future entitlement to enforce such rights, and no waiver by a party of any breach of this Agreement will be deemed to be a waiver by that party of any subsequent breach.

## 12.4 Force Majeure

Neither party will be liable for total or partial failure to perform its obligations in this Agreement (other than the payment of money) during any period in which its performance is prevented by circumstances beyond its reasonable control.

**12.5 Independent Contractors**

It is agreed that in offering Products for resale, ComponentSource is acting as an authorised independent value added reseller for Publisher and not as its agent. Neither party has any authority to legally commit, or to speak for, or to give undertakings on behalf of, the other party except as expressly permitted by this Agreement or as may be authorised in writing from time to time.

## 12.6 Assignment

Neither party will assign or transfer, or attempt to assign or transfer, all or any part of this Agreement without the written consent of the other party.

## 12.7 Notices

Any notice given under this Agreement by either party must be in writing and delivered to the address of the other party shown on the front page (or as subsequently notified) by personal delivery, courier, registered mail or fax (but not by e-mail), and will be deemed to have been given, in the case of mailing 5 working days after the date of mailing, and in the case of fax when a written acknowledgement is received by the sender.

## 12.8 Law and Jurisdiction

This Agreement will be governed and construed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.