

DesignerVista Software Reseller Agreement

© Copyright 2007-2014 DesignerVista Soft, LLC. All rights reserved.
<http://www.designervista.com>

DesignerVista Software invites companies ('Resellers') wishing to sell our software products to join our Reseller Program.

This Reseller Agreement (the "Agreement") is entered into by and between DesignerVista Soft LLC ("DesignerVista") and _____ ("Reseller") on _____ (the "Effective Date"). DesignerVista may amend the terms and conditions of this Agreement at any time upon notice to Reseller.

1. License Guaranty

1.1. Subject to the terms and conditions of this Agreement, DesignerVista grants Reseller a non-transferable, non-assignable license, without right to sublicense, within _____ (the "Territory") to market, promote, and resell software products developed by DesignerVista as listed on Exhibit A (the "Products") attached hereto, and use DesignerVista trademark, service mark and logo solely for its performance under this Agreement. Reseller will place its orders for the Products directly with DesignerVista Online Store. Reseller shall not make any representation or warranty regarding the Products to any third party other than that authorized in writing by DesignerVista. All intellectual property rights, other than those expressly granted under this Agreement, that relate to the Products shall remain with DesignerVista.

1.2. Reseller may advertise in publications of general circulation that it is an authorized reseller of the Products, subject to DesignerVista's prior written approval for each such publication.

1.3. Reseller's rights to resell the Products within the Territory shall not be exclusive unless otherwise agreed in writing.

2. Prices

2.1. All prices for the Products provided by DesignerVista to Reseller are in US dollars. DesignerVista has the right to revise the prices for the Products to Reseller upon thirty (30) days written notice. Such revisions shall apply to orders received by DesignerVista on or after the effective date of the revision.

2.2. Reseller may set the prices for the Products for resale.

2.3. Reseller can put the order in our online store and receive a special discount. 30% discount off for the software products.

3. Payment and Terms

3.1. DesignerVista will provide the discount order link for the reseller. The resellers can also require the invoice to pay.

3.2. Reseller agrees to provide DesignerVista the names, addresses, emails and phone numbers of it's clients for the Products as well all feedbacks from its clients regarding the Products.

4. Duties of Reseller

4.1. DesignerVista Promotion: Reseller agrees to promote DesignerVista Products on its own website with all the products Reseller carries as defined in Exhibit A. Reseller also agrees to add a link to DesignerVista Website www.designervista.com on its website.

4.2. Technical Support: DesignerVista will support end users by providing technical support in the means of email and phone if needed.

4.3. General: In carrying out this Agreement, Reseller will conduct itself in an ethical, professional and

lawful manner, will exercise its best efforts to achieve a high level of customer satisfaction, and will refrain from doing anything to impair the reputation of DesignerVista.

5. Limitation of DesignerVista's Obligation & Liability

5.1. DesignerVista shall not be liable to Reseller or any of its customers for any special indirect, consequential, incidental or exemplary damages, including, but not limited to, loss of business, loss of profit, loss or damage resulting from the 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 caused by DesignerVista or the Products, , even if DesignerVista has been advised of the possibility of such damages.

5.2. DesignerVista's liability to Reseller and any customer of Reseller is limited to the purchase price received by DesignerVista for the relevant Products.

5.3. Reseller will take all necessary measures to preclude DesignerVista from being made a party to any lawsuit or claim regarding the Products provided to customers of Reseller. Reseller hereby agrees to defend, indemnify and hold harmless DesignerVista from any and all claims of whatever nature brought by any of Reseller's customers against DesignerVista arising from Reseller's breach of this Agreement or any misconduct or wrongful omission of the Reseller.

6. Confidentiality

Reseller acknowledges that by reason of its relationship with DesignerVista hereunder, it may have access to certain information and materials relating to DesignerVista's business, suppliers, customers, personnel, technology, and marketing strategies that is confidential and of substantial value to DesignerVista (collectively, "Confidential Information"). Reseller agrees that it will not use in any way for its own benefit (other than to perform under this Agreement) or for the benefit of any third party, nor will Reseller disclose to any third party any Confidential Information. Reseller further agrees that it will return to DesignerVista or destroy all copies of Confidential Information under its custody or control upon request by DesignerVista or termination of this Agreement. The provisions of this section shall survive the termination of the Agreement for any reason. Upon any breach or threatened breach of this section, DesignerVista shall be entitled to injunctive relief in addition to other remedies, which injunctive relief shall not be contested by Reseller.

7. Relationship of the Parties

The relationship between DesignerVista and Reseller is that of independent contractors and neither party is an employee, agent, partner or joint venture of the other. Reseller has no authority, apparent or otherwise, to contract for or on behalf of DesignerVista, or in any other way legally bind DesignerVista in any fashion.

8. Terms & Termination

The initial term of this Agreement is one year starting from the Effective Date. This Agreement shall automatically renew for one year term thereafter, until terminated by either party with 30 days prior notice unless otherwise terminated as follows:

8.1 By DesignerVista, upon thirty (30) days written notice;

8.2. By DesignerVista immediately upon notice if Reseller breaches any provision of this Agreement;

8.3. There is an instituted bankruptcy or insolvency proceeding against Reseller, which is not vacated within sixty (60) days from the date of filing;

8.4. Reseller institutes a voluntary bankruptcy or insolvency proceeding, or otherwise is insolvency;

8.5. Reseller makes an assignment of all or part of its assets for the benefit of creditors;

9. Nonassignability

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of DesignerVista.

10. Applicable Law, Jurisdictional Matters

This Agreement is governed by and construed under the laws of the State of California without regard to its conflict of law rules. The federal and state courts of located in Los Angeles, California shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this Agreement.

11. Notices

All notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission.

12. Entire Agreement, Modifications

This Agreement sets forth the entire agreement and understanding between the parties with regard to the subject matter hereof and supersedes any and all prior agreements between them. DesignerVista may make changes to this agreement upon thirty (30) days written notice to Reseller.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this instrument, with each signatory warranting its authority to enter into this agreement on behalf of the party it represents.

I have read and accepted the above terms and conditions.

DesignerVista Soft LLC
2972 Columbia St, #3981,
Torrance, CA 90503, USA

Reseller: _____
Address: _____

By: _____
Title: _____
Date: _____
Email: _____

By: _____
Title: _____
Date: _____
Email: _____

Exhibit A

DesignerVista Software Products

- DesignerVista GUI Mockup Tools
- JShapes - Java Shapes library
- TextToPDF - Text to PDF conversion tool
- Support and maintenance for the products above.

DesignerVista Soft LLC
2972 Columbia St, #3981,
Torrance, CA 90503, USA

Reseller: _____
Address: _____

By: _____
Title: _____
Date: _____
Email: _____

By: _____
Title: _____
Date: _____
Email: _____