

Linkbyte.com Reseller Agreement

Under the Linkbyte.com Reseller Agreement, _____ (hereinafter referred to as "Reseller") may acquire eligible Linkbyte Software Inc. (hereinafter referred to as "Linkbyte.com") products with the non-exclusive right to market and distribute.

The products provided for under this agreement may not be exported or re-exported into any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, or the U.S. Commerce Department's Table of Denial Orders. By acceptance of this agreement, Reseller agrees to the foregoing and that Reseller is not located in, under the control of, or a national or resident of any such country or on any such list.

The technical support services to be rendered by Linkbyte.com hereunder shall be rendered solely to Reseller and not to any End-Users. Communications and transactions with End-Users shall be the sole responsibility of the Reseller.

Reseller Technical support will be handled via e-mail at the appropriate support e-mail address for the product requiring support.

Reseller is responsible for customer satisfaction, technical support, and all sales related activities associated with the Linkbyte.com products sold.

Reseller is hereby granted the limited right and license to reproduce Linkbyte.com's trademark(s) associated with the marketing and advertising for the Product(s), subject to a right of prior approval by Linkbyte.com for purposes of determining accuracy and correctness. Reseller shall not otherwise use such trademarks for any purpose without the prior written approval of Linkbyte.com.

Reseller is not authorized to alter or modify Linkbyte.com's trademarks associated with the Products or to market or distribute the Products under any other product name or trademark.

Reseller agrees to report applicable warranty and product installation information to Linkbyte.com and to inform end users of any available Linkbyte.com and reseller warranty service options.

Reseller agrees that any agreement with any other vendor, or customer, is not in conflict with the terms of your Reseller Agreement with Linkbyte.com.

Circumstances may arise where because of default or other liability that either party is entitled to recover damages from the other. These circumstances include,

but are not limited to, breach of contract even if a fundamental breach, or tort, negligence or misrepresentation hereunder. In each such instance, regardless of the basis on which damages can be claimed, the follow terms apply:

Under no circumstances is Linkbyte.com liable for any of the following: 1. Third party claims against you for losses or damages. 2. Loss of, or damage to, your records or data. 3. Special, indirect, consequential (including lost profits or savings) or incidental damages, even if we are informed of their possibility.

Linkbyte.com may, at any time, transfer Reseller account to a Linkbyte.com Authorized Distributor for fulfillment of product and technical support.

The initial term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year. The initial term shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than thirty (30) days prior to the expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein. Linkbyte.com may choose not to renew this Agreement without cause. Linkbyte.com may terminate this Agreement and all licenses granted herein for a material breach by Reseller, which remains unresolved after thirty (30) days from receipt by Reseller of written notice describing the nature of the breach. Certain serious acts or omissions can warrant immediate termination. If you materially breach any of the terms of this agreement, or make any misrepresentation to Linkbyte.com or your customer, Linkbyte.com may terminate this agreement immediately, upon written notice to you.

All prices stated are in US currency, and Reseller will be responsible for calculating exchange rates for their country of origin. Reseller and not Linkbyte.com will be responsible for all taxes and tariffs associated with the sale of Linkbyte.com products and services.

Within 10 days of your completion of the Linkbyte.com reseller agreement, Linkbyte.com will advise Reseller of acceptance or denial to market Linkbyte.com products on an ongoing basis.

Reseller Company Name and address:

Authorized By: _____

Authorized Signature: _____

Date: _____

Authorized By: Linkbyte.com

Linkbyte.com Authorized Signature: _____

Date: _____

You should have purchased a minimum of \$200 worth of our software. Please write down your license keys here.

Please Enter Your license keys:

I Have Ordered The Following License Keys:

Credit Card Information:

I plan to use the following credit card for future purchasing:

Company/Organization Name: _____
Street: _____
City: _____
State/Province: _____
Country: _____
Zip:/Postal Code: _____
Telephone: _____
Fax: _____
Email: _____
Date: ____/____/____

I hereby authorize linkbyte.com to process a charge on my credit card in USD
(minimum \$200) \$_____ toward my account for the future purchase credit.

My card is a (select one): Visa Mastercard American Express Discover

The name on the card is: _____

The card number is: _____

The expiry is: ____/____

Print Name: _____ **Signature:** _____

Please Fax these materials and forms to 678-584-1615. Attention: Linkbyte.com Reseller Sales. Thanks!