

# RESELLER LICENCE FEES & CONDITIONS

## Reseller Subscription – EU

### NCH Software

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### Reseller Subscription for the EU Country/Region

This is intended for value added resellers who sell licences supplied with hardware, services/training or as part of an overall solution.

Under this option you pay a flat monthly fee to have a subscription to supply our software to an unlimited number of your customers in a fixed territory for that time period. The license that you supply to your clients is for the life of the version of software you supply them with. If we update the software it is your choice as a reseller to charge an extra fee to your clients to upgrade to the newer version. Your ability to create licenses will not be affected by our upgrades. Other applications can be included under this Reseller Subscription (from a predefined list).

#### License Fees:

##### Single State/Country (Excluding UK)

DETAILS	P/M USD	TOTAL USD	Discount	DISC. USD	TOTAL USD
Standard Set Up Fee		\$185.00			<b>\$185.00</b>
3 Months (minimum)	\$95.00	\$285.00			<b>\$285.00</b>
6 Months	\$95.00	\$570.00	10.00%	<b>\$57.00</b>	<b>\$513.00</b>
12 Months	\$95.00	\$1,140.00	20.00%	<b>\$228.00</b>	<b>\$912.00</b>
24 Months	\$95.00	\$2,280.00	40.00%	<b>\$912.00</b>	<b>\$1,368.00</b>

#### Important Conditions:

The Reseller Subscription may only be used for sales supplied in conjunction with other products or services you supply to the customer. It may only be used for customers whom you supply directly (you may not supply through other resellers). The total amount you charge the customer for all your products or services including the software must be more than the RRP of the software (the software alone can be less or even included free). You may not simply sell software registrations on the internet under this Reseller Subscription.

You can sell licences to your customers for any price or on any basis (eg. monthly fees) or even free so long as the customer is located in your territory, deals with you directly and you charge more for other services. You can use the NCH Software Pty Ltd Recommended Retail Prices as a guide.

#### Payment Terms:

Payments must be for a minimum of 3 months. Discounts apply for payment 6 months in advance (10%), 12 months in advance (20%) or 2 years in advance (40%).

#### Other Terms:

In all circumstances we reserve the right to maintain copyright notices on the software. Unless otherwise specifically agreed, our logo splash screen and contact details might also appear on the software.

1. NCH Software Pty Ltd will not be liable for any loss arising out of the use of this software including, but not limited to, any special, incidental or consequential loss.
2. If you distribute the software to third parties it must be with the warning in the previous clause. You will indemnify NCH Software Pty Ltd in full for any loss of any third party arising out of use of the software.
3. You must use the software only for locations for which you have been registered by NCH Software Pty Ltd.
4. Software must be installed within 28 days from the date of registration.
5. Unless otherwise advised by NCH Software Pty Ltd in writing, the Reseller Subscription does not apply to users in the Australian Capital Territory.
6. All invoices are issued in USD.
7. All payments under this agreement scan be made by Visa or Mastercard. Payments will be processed in Australian Dollars. Allow +/- 3% for short currency fluctuations..
8. If payment cannot be made by Visa or Mastercard, we can accept payment (in advance) by Telegraphic Wire Transfer or Electronic Funds Transfer.
9. Termination of this agreement must be with 3 months notice and in writing (signed).
- 10.If NCH Software Pty Ltd receives information which indicates a breach of the above terms, NCH Software Pty Ltd may appoint an independent auditor at your cost.
- 11.Pricing may vary from time to time.
- 12.For customers located within Australia GST will be applied.
- 13.The law of the Australian Capital Territory and the Jurisdiction of the Supreme Court of the Australian Capital Territory apply to this agreement.