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# Software distributor agreement template

software distribution agreement this software distribution agreement (hereinafter referred to as the agreement) is made and effective this

) developer has developed

some software that you want to distribute. The distributor is in the marketing and distribution of software products. developer and distributor want to organize for market distributor software developer as established here. now, the refore, is agreed: 1. software distribution. a. appointment. Under the terms of this contract, developer appoints distributor as a non-exclusive distributor for the following software developer (software:) [software.] the distributor must sell copies of the software supplied by the developer to customers for the or only in the United States during the term of this contract. the distributor does not have the right to make copies of the software. the distributor does not distribute any copy of the software without the end user software license agreement. the distributor will not export any software outside the United States. The distributor will use its best efforts to promote, market and sell software to retailers, retailers and other retailers. b. orders for copies of the software. any and all orders from the distributor for copies of the software comply with the terms and conditions of thisThese terms and conditions replace any additional or conflicting terms or conditions contained in any purchase order or other communication by the Distributor. Orders must be in writing, delivered in person, by post, night delivery service or fax machine. Each order must be for a minimum of units [Minimum Order]. C. New Versions. In the event that Developer releases a new version of any Software product during the end of this Agreement, the Distributor may return, within [Return Period] after the first shipment of the new version to Distributor, any copy of the old version of that software product held by Distributor in inventory and obtain a copy of the new version of that Software product for each copy of the old version returned by Distributor to Developer. The distributor does not have the right to return copies of the old version that were sold by the Distributor before the release of the new version. The distributor will pay the shipping costs both to and from Developer. Q. Come back. The Distributor may return any unit of the Software that is delivered by defective means or with damaged packaging or documents, provided that such defects or damages are not the fault of the Distributor. The Distributor may return any unopened units of Software during the end of this Agreement provided that the Distributor pays to Developer a supply charge in the amount of [Restock Charge] of the current price of the Developer for that Software, and provided that copies returned byare current versions of the Software at the time of such return. The distributor must request and receive an authorization number of materials before returning any material. [Sale Guarantee] E. Recommended retail price. If Developer reduces the recommended retail price of the Software, the developer grants a fix for Distributor on any unsold software in the Distributor's physical inventory. The amount of the adjustment shall be equal to the amount of the change in the retail price recommended. This change will be provided only in the form of credit against the subsequent purchases of the Software by the Distributor. F. marketing funds. The developer may agree to provide the Distributor with funds for various marketing activities in case by case. Developer recognizes the importance of promoting its products and will help Distributor do so. The reimbursement of marketing expenses requires prior written authorization from the Developer. All terms of marketing agreements are specified in authorizations. Payment requests are submitted with proof of performance and copy of the authorization. Developer specifically states, and Distributor recognizes, that Developer does not offer a CO-OP marketing fund that empowers Distributor to matre dollars for sales-based marketing. A. Prices. For each copy of the Software ordered by the Distributor, the Distributor must pay the Developer the price as follows: [Distributor Price Schedule]. Prices aresubject to change to the only option of the developer on [Notice for Price Change] written notice to Distributor. The distributor must pay the amount within thirty (30) days from the developer's invoice. B. Taxes. The Distributor must pay, or refund The developer as appropriate, for any sale, use, excise, property or other tax imposed on the supply of the Software to the Distributor and the amounts paid by the Developer below. In no event, the Distributor is responsible for the income-based taxes of the developer or the privilege of doing business. 3. Deadline and termination. A. Deadline. The initial term of this Agreement begins the [Start date] and will continue for a period of [Term length], unless it is finished first as provided in this article. Each party may suspend this Agreement effectively at the end of the initial period by written communication at least ninety (90) days before the end of the initial period. If not terminated at the end of the initial term, the agreement shall automatically renew for successive periods of [renewal term] each, unless it is terminated on the one hand at least 90 (90) days before the end of any renewal period. B. Termination. This Agreement may be concluded at any time: (i) by one of the parties if there is a material obligation that is not treated within thirty (30) days after the notice from the non-default part; (ii) by the Developer if the Distributor ceases to function as a constant concern or conducting its operations in the normal course ofo (iii) by Developer if the Distributor becomes insolvent or bankrupt or the Distributor performs an assignment for the benefit of creditors or a trustee or a recipient is appointed for the Distributor. Unless termination by cause, any party is responsible for the other or any other person for any loss or damage caused by termination of this Agreement, as provided in this Agreement. 4. I'll pay for the distributor. The developer is solely responsible for the design, development, supply, production, validity of copyrights and patents claimed by the developer and execution of the software. The distributor, in the event of legal action seeking remedy by the Distributor regarding the Developer's warranty, copyright infringement, patent, commercial secret or other proprietary right, will immediately inform the Developer by Mail registered with that action. Developer may, in its sole discretion, elect to undertake the defense of that action and will award his lawyer to the case. Developer agrees to indemnify and hold harmless Distributor from and against any claim, loss, damage, expense or liability (including attorney fees and costs) that may bring in whole or in part, from: A. any violation or any violation claim, of any patent, trademark, copyright, trade secret or other proprietary right than the Software. B. and warranty or claim of liability of the product with respect to the Software. 5. Disclaimer. EXPECT OF THE PROVIDED IN THIS AGREEMENT. DEVELOPMENT does not and does notDISCLAIMI, QUALSI, EXPRESSI or IMPLIATI, WITH RESPONSE TO SOFTWARE INCLUDING, BUT NOT LIMITED A, THE ARRIVI IMPLIATES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPO. Developer provides a limited warranty to the end user of the Software as indicated in the license agreement that accompanies the Software. 6. Limitation of remedies and responsibility. A. Damages. IN NO EVENT SHALL DEVELOPMENT DEVELOPMENT OF ORGANIZED, SPECIAL, INCIDENTAL OR DAMAGINISHES (INCLUDING LOSS OF PROFITS) OTHER BASIC ACTIVITIES B. Further restrictions. In the event that any disclaimer of warranty or limitation of liability is unlawful or unenforceable, or failing its essential purpose, the responsibility of the developer is limited to the amount paid by the distributor for the specific copy of the software that caused such liability. C. Indemnity. The Customer agrees to indemnify and maintain harmless Developer from and against any claim, loss, cause or damage, including reasonable costs and attorney fees, arising from any unfulfilled Developer to perform any obligation in this Agreement or to properly deliver any Software to anyone who purchases from Distributor. D. Reliance. Developer is willing to authorize the Software to Distributor only in consideration and reliance on the provisions of this Agreement by limiting the exposure of Developer to liability, suchThese provisions constitute an essential part of the agreement under this Agreement and reflected in licence fees and other considerations specified in this Agreement. 7. maintenance and support. maintenance and support for software for the benefit of the distributor are not provided under this contract. 8. notice. any notices or other notices within the meaning of this contract shall be deemed to be provided if delivered in writing to the recipient concerned or sent, certified or registered, prepaid, or by a delivery service recognised during the night, to the recipient provided for in the following address: if for developer: \_developer's Name/address\_\_\_\_\_ if at the distributor: \_distributor's Name/Address\_\_\_\_\_ or such other address as part may specify from time to time under this section 7. 9. right of government. This Agreement shall be governed, interpreted and applied in accordance with the laws of the state of \_\_\_\_\_10. Final Agreement. This Agreement shall terminate and replace all prior knowledge or agreements in this field. This Agreement may only be modified by a duly executed further writing from both sides. rubrics: dimensions, birds, flowers women who are used in this agreement are provided only with convenience and are not used to interpret meaning or intent. 12. severability. if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, this Agreement,all remaining terms, will remain in full force and effect as if this invalid or unenforceable term has never been included. IN WHERE WHERE, the parties have made this agreement from the date before written.

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