

DISTRIBUTOR AGREEMENT

To participate in the Softland Partners Program, You must first agree to the terms and conditions of this Distributor Agreement, hereinafter the “**Agreement**”. By checking the I HAVE READ THE DISTRIBUTOR AGREEMENT AND I ACCEPT THE TERMS box on the Softland Partners Area Distributor sign-up page on the Softland website, you submit your application to become a Distributor in the Softland Partners Program, which is your acceptance to enter into an agreement with Softland SRL under the terms described in this Agreement.

If Softland SRL accepts your application, you will become a Distributor, subject to the terms of this Agreement. Your continued participation in the Softland Partners Program constitutes your continuing acceptance of the terms of this Agreement. This Agreement is entered into as of the date of submission, hereinafter “**Effective Date**”, by and between:

Softland SRL, a limited liability company registered in Romania with the number J12/1244/13.10.1999, having its registered address at Str. Gheorge Lazar no. 7/5, Cluj-Napoca 400183, Romania hereinafter “**Softland**”

AND

Applicant party, being the party whose details appear on the application form, hereinafter “**Distributor**”

Whereas Softland is the developer of, and owns or licenses from third parties, all rights to the products, described in *appendix 1*, attached to this Agreement and forming an integral part hereof, hereinafter the “**Products**”;

Whereas Softland desires to appoint a distributor to market, promote and sub-license the Products in the region that appears on the applicant party application form as Country, hereinafter the “**Territory**”;

Now therefore Softland grants to the Distributor a non-exclusive right to market and sell the Products, including all accessories and manuals thereto, under the terms and conditions specified hereunder:

Legal Relationship

1. It is hereby declared that Distributor shall buy the Products as an independent contractor and shall sell the same on its own account and at its own risk. Distributor is not an agent of Softland and may not, in any respect, represent Softland or otherwise enter into any agreement or commitment on its behalf.

Distributor’s Activities

2. Distributor shall promote the Products and shall not act in a way which may prevent the sale of the Products.

3. Distributor may appoint third parties as intermediaries, agents or resellers of the Products. The Distributor shall be vicariously liable for the acts of third parties appointed by it under this clause and shall be obliged to cause the same third parties to abide by the provisions of this Agreement. In no case, shall Softland be held responsible for the actions of the Distributor or any third party appointed by it.

4. Distributor shall be bound to provide first level support to end customers and users of the Products, hereinafter the “End Users”.

5. Distributor shall be bound to independently ensure that the Products conform with all the laws in force in the Territory, including but not limited to labeling requirements and safety regulations.

6. Distributors will receive a distributor discount as percentage applied to the prices of the Products listed on the Softland website. The percentage of the Distributor commission will not be modified by Softland without prior notice. Distributor shall be bound to reach a minimum quarterly sales amount as defined in the Softland Partners Area Distributor Program description page.

Supply of Products

7. The prices of the Products may be modified from time to time by Softland without any prior notice. Softland might use third party payment processors to accept orders from you. In this case the accepted payment methods are established by the third party payment processor.

Refund Policy

8. All Softland’s Products offer “try before you buy” licensing, meaning that your end-users could test the Products before deciding to purchase them. Therefore, we have a general no refund policy. However, Softland will analyze each refund request and if it is considered acceptable, it will refund at most the amounts received for the Products in cause from the Distributor.

Partner Benefits

9. Provided that the Partner is in compliance this Agreement, the Partner will be eligible to receive an array of benefits that Softland may generally offer to all partners, hereinafter “**Benefits**” from time to time during the term of this Agreement. A description of the Benefits offered to all partners is posted on Softland’s partner website. Softland may, at any time in its sole discretion, amend or cancel any Benefits or the entire Benefits Program.

Warranty Disclaimer

10. ALL BENEFITS ARE PROVIDED TO THE PARTNER "AS IS". SOFTLAND MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY BENEFITS, SOFTLAND PRODUCTS, OR SUPPORT PLANS, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Advertising and Merchandising

11. Softland may, at any time, request Distributor to send to it the advertising and sales promotion program and material developed by Distributor in relation to the Products.

Intellectual Property Rights

12. This Agreement shall not confer to the Distributor any patent rights and other intellectual property rights, which rights shall remain vested in Softland. Softland is however, hereby granting to the Distributor a **limited license** to market and distribute the Products. Distributor may **not** use the Products for its own business and/ or modify, adapt, reverse engineer, decompile, disassemble, create derivative works or otherwise attempt to discover and obtain the source code of the Products.

13. Distributor has no right to and shall not remove or change any trade mark, trade name, sign or other mark on any Product or its packing.

14. Softland assumes no liability or responsibility, whether express or implied, for the Product's infringement of present or future patents or intellectual property rights belonging to third parties.

15. Distributor shall immediately inform Softland of any infringement or suspected infringement of Softland's patents or other intellectual property rights and/or the End User Agreement supplied together with the Product. In the event that Softland decides, at its own discretion, to defend such right, the Distributor shall be obliged to assist Softland in such an action, provided that any costs shall be borne by Softland.

Limitation of Liability

16. IN NO EVENT WILL SOFTLAND BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT, THE BENEFITS, SOFTLAND PRODUCTS, OR SUPPORT PLANS, EVEN IF SOFTLAND KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, SUCH DAMAGES. SOFTLAND'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE BENEFITS, SOFTLAND PRODUCTS, OR SUPPORT PLANS, WHETHER SUCH DAMAGES ARE BASED ON TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED ONE HUNDRED US DOLLARS (\$100). THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE DISTRIBUTOR SHOULD IN NOW WAY ALTER OR MODIFY THE WARRANTY DISCLAIMER AND LIABILITY LIMITATIONS CLAUSES IN THE END USER AGREEMENT.

Guarantee

17. Softland shall honor the warranties specified in the End User Agreement supplied with the Product/s. Any other warranties in relation to the Products, including those implied by law, are hereby excluded.

Delivery

18. Products will be delivered electronically within less than two business days after receiving the payment, unless delivery within such a period is impossible in virtue of a cause independent of Softland's will and control.

Term and Termination

19. This Agreement shall remain in force for a period of one year, starting on the Effective Date, and shall be automatically renewed for further periods of twelve (12) months each unless either party gives to the other one month's prior written notice that it does not intend to renew the same.

20. Either party may terminate this Agreement by giving to the other party thirty (30) days' written notice of its intention to terminate, without prejudice to the rights of any of the parties to any outstanding fees or monies due under this Agreement.

Confidentiality

21. The parties undertake not to disclose to third parties any information obtained by them in pursuance of this Agreement, unless such party is obliged to do so by law or a competent authority or by the stock exchange rules or such disclosure is necessary so that that party can perform its obligations under this Agreement.

Assignment

22. Assignment by Distributor of the whole of this Agreement shall be permitted subject to the written consent of Softland. Where the Distributor is a limited liability company any change in the current shareholding of the company affecting the holders of more than fifty per cent (50%) of the equity and/or voting power in the same, will be considered an assignment for the purposes of this Agreement. Softland shall have the right to assign all or any of its rights and obligations under this Agreement to a successor company in conjunction with an asset transfer undertaken in a restructuring of Softland's business.

Entire Agreement and Amendment

23. This Agreement constitutes the entire understanding between the parties in relation to the Products and may only be amended by an instrument in writing duly entered into by both parties.

Notices

24. Any notices or other communication between the parties with respect to this Agreement shall only be considered to have been validly made when they are written in English and shall be considered to have been received by the other party when;

- Delivered by an e-mail, on the day that the sender receives a faxed copy signed by the receiver;
- Delivered by fax;
- Delivered by hand;
- Delivered by registered mail.

Enforceability

25. If any provision of this Agreement is found unenforceable, such provision shall be changed and interpreted in a way to accomplish the objectives of such provision to the greatest extent possible and the remaining provisions shall continue to be in force and have full effect.

Indemnification

26. Distributor shall defend, indemnify and hold Softland harmless from any or all claims, losses, damages, debts, settlements, costs, expenses and liabilities arising from the marketing and/or the distribution of the Products.

Governing law and disputes

27. This Agreement shall be governed by and construed in accordance with the Romanian law.

Appendix 1

The “Products” are:

Backup4all Professional

Backup4all Standard

Backup4all Lite

Backup4all Portable

novaPDF Lite Desktop

novaPDF Standard Desktop

novaPDF Professional Desktop

novaPDF Professional Server

novaPDF Standard Server

novaPDF Lite Server

novaPDF SDK

novaPDF OEM