

**SPEEDBIT LTD
RESELLER AGREEMENT**

This Reseller Agreement (the “**Agreement**”) is entered into by and between SpeedBit Ltd., of _____, Israel (“**SpeedBit**”) and _____, of _____ (“**Reseller**”) on _____ (the “**Effective Date**”).

SpeedBit may amend the terms and conditions of this Agreement at any time upon notice to Reseller.

1. License Grant

1.1. Subject to the terms and conditions of this Agreement, SpeedBit grants Reseller a non-exclusive, non-transferable, non-assignable license, without right to sublicense, within _____ (the “**Territory**”) to market, promote, and resell software products developed by SpeedBit as listed on **Exhibit A** (the “**Products**”) attached hereto, and use the SpeedBit trademark, service mark and logo (the “**SpeedBit Marks**”) solely for its performance under this Agreement. SpeedBit reserves sole discretion to suspend, terminate, renew or resume, from time to time, Reseller's right to acquire and sell any or all of the Products. Reseller will place its orders for the Products directly with SpeedBit. Reseller shall not make any representation or warranty regarding the Products to any third party other than that as authorized in writing by SpeedBit. All intellectual property rights, other than those expressly granted under this Agreement, that relate to the Products or the SpeedBit Marks shall remain with SpeedBit.

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

1.3. Reseller's rights to resell the Products within the Territory shall not be exclusive.

2. Prices

2.1. All prices for the Products provided by SpeedBit to Reseller are set out in **Exhibit B** attached hereto. SpeedBit has the right to revise, from time to time, the prices for the Products to Reseller (namely, to revise Exhibit B) upon ten (10) days written notice. Such revisions shall apply to orders received by SpeedBit on or after the effective date of the revision.

2.2. Reseller shall be responsible for paying all taxes of any nature which become due with regard to the Products it purchases and/or resells, except for taxes on SpeedBit’s income, irrespective of which party may be responsible for reporting or collecting such taxes.

2.2. Reseller may set the prices for the Products for resale, provided such prices match the prices' criteria set out in **Exhibit C** attached hereto.

3. Payment and Terms

3.1. Sale of Products by SpeedBit to Reseller, shall be done in bulks of minimum quantities set out in **Exhibit B** attached hereto, by submitting activation codes thereof by SpeedBit to Reseller, soon after (and subject to) payment for Products has been made by Reseller to SpeedBit. If due to bank charges, transfer fees, or the like, SpeedBit should receive less than its invoice amount, SpeedBit will re-invoice Reseller for the shortfall. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, SpeedBit may discontinue, withhold, or suspend supply of Products to Reseller. Furthermore, SpeedBit may cancel and block any codes for which payment was not timely received by SpeedBit.

3.2. Failure of Reseller's clients to pay in no way relieves the Reseller's obligations to make full payment nor entitles Reseller to any refund.

3.3. Reseller agrees to provide SpeedBit the names, addresses and phone numbers of its clients for the Products as well all feedbacks from its clients regarding the Products.

3.4. Reseller hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by SpeedBit in the collection of any amount due it.

4. Duties of Reseller

4.1. *SpeedBit Promotion:* Reseller agrees to promote SpeedBit Products on its own website with all the products Reseller carries as defined in **Exhibit A**. Reseller also agrees to add a link to SpeedBit's Website www.speedbit.com on its home page.

4.2. *Technical Support:* Reseller 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 SpeedBit.

5. Limitation of SpeedBit's Obligation & Liability

5.1. SpeedBit 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 SpeedBit and/or the Products, even if SpeedBit has been advised of the possibility of such damages.

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

5.3. Reseller will take all necessary measures to preclude SpeedBit 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 SpeedBit and any of its shareholders, officers, employees, affiliates and agents from any and all claims of whatever nature brought by any of Reseller's customers against SpeedBit arising from Reseller's conduct, actions, breach of this Agreement or any misconduct or wrongful omission by the Reseller.

6. Confidentiality

Reseller acknowledges that by reason of its relationship with SpeedBit hereunder, it may have access to certain information and materials relating to SpeedBit's business, suppliers, customers, personnel, technology, and marketing strategies that is confidential and of substantial value to SpeedBit (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 SpeedBit or destroy all copies of Confidential Information under its custody or control upon request by SpeedBit 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, SpeedBit shall be entitled to an injunctive relief in addition to all other remedies available to it under applicable law, which injunctive relief shall not be contested by Reseller.

7. Relationship of the Parties

The relationship between SpeedBit 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 SpeedBit, or in any other way represent or legally bind SpeedBit.

9. Terms & Termination

The initial term of this Agreement is 12 months starting from the Effective Date. This Agreement shall automatically renew for one year terms thereafter, until terminated by either party with 30 days prior notice, unless otherwise terminated as follows:

9.1. By SpeedBit, upon thirty (30) days written notice;

9.2 By SpeedBit, immediately upon notice if Reseller breaches any provision of this Agreement;

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

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

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

9.6 Upon termination Reseller shall immediately: (i) cease the resale of the Products, and remove any and all publications that he is a reseller of the Products (to the extent such publication was authorized by Speedbit pursuant to Section 1.2 above); and (ii) return to Speedbit all un sold activation codes, for which he will be refunded by Speedbit.

10. Nonassignability

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

11. Partial Invalidity

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

12. Applicable Law, Jurisdictional Matters

This Agreement shall be governed and construed in accordance with the laws of the State of New York (without giving effect to its conflict of law rules). The courts located in New York City, New York, shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

13. 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.

14. 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. SpeedBit may make changes to this agreement, including without limitation to any to Exhibit to this Agreement, upon thirty (30) days written notice to Reseller, and following such 30-day period such changes shall be deemed an integral and binding part of this Agreement without any further action.

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.

SpeedBit Ltd.:

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

e-mail address: _____

Reseller:

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

e-mail address: _____

Exhibit A
SpeedBit Products

Download Accelerator Plus (DAP) Premium

SpeedBit Ltd.:

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

e-mail address: _____

Reseller:

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

e-mail address: _____

Exhibit B (Sections 2.1, 3.1)
Products' Price List, Minimum quantities

Product	End User price	Reseller's discount

SpeedBit Ltd.:

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

e-mail address: _____

Reseller:

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

e-mail address: _____