

RESELLER LICENCE FEES & CONDITIONS

Reseller Subscription - USA/Canada



NCH Software

Contact:
Dave Jakober

Email:
david.jakober@nchsoftware.com



6120 Greenwood Plaza
Greenwood Village
Colorado 80111
USA

www.nchsoftware.com

Reseller Subscription for North America State/Province or National

This is intended for value added resellers who sell licenses supplied with hardware or other 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 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. This does not include the Site or Enterprise class of licenses.

DETAILS	MONTH	TOTAL	Discount	DISC.	COST (USD)
Standard Set Up Fee					\$185.00
3 Months (minimum)	\$285.00	\$855.00			\$855.00
6 Months	\$285.00	\$1,710.00	10.00%	\$171.00	\$1,539.00
12 Months	\$285.00	\$3,420.00	20.00%	\$684.00	\$2,736.00
24 Months	\$285.00	\$6,840.00	40.00%	\$2,736.00	\$4,104.00

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 licenses 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 Swift Sound 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 Swift Sound 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 Swift Sound 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 Swift Sound.
4. Software must be installed within 28 days from the date of registration.
5. Unless otherwise advised by NCH Swift Sound in writing, the Reseller Subscription does not apply to users in the Australian Capital Territory.
6. All payments under this agreement should be made by Visa or Mastercard. Payments will be processed in Australian Dollars. Allow +/- 3% for short currency fluctuations.
7. If payment cannot be made by Visa or Mastercard, we can accept payment (in advance) by Telegraphic Wire Transfer or Electronic Funds Transfer.
8. Termination of this agreement must be with 3 months notice and in writing (signed).
9. If NCH Swift Sound receives information which indicates a breach of the above terms, NCH Swift Sound may appoint an independent auditor at your cost.
10. Pricing may vary from time to time.
11. For customers located within Australia GST will be applied.
12. The law of the Australian Capital Territory and the Jurisdiction of the Supreme Court of the Australian Capital Territory apply to this agreement.