

ICT Innovations sales@ictinnovations.com <u>http://www.ictinnovations.com</u>



This agreement covers all terms and conditions for participating in the ICT Innovations Reseller program. In this agreement the term "reseller" refers to the applicant and the term "website" refers to your website of business operations. Where as, ICT Innovations refers to the "Company" and "ICTBroadcast" refers to the "Software" that is licensed under this agreement.

Service Provision

ICTBroadcast Software is supplied by ICT Innovations and is licensed under the terms of the EULA. ICT Innovations reserves all rights not expressly granted to you and ICT Innovations retains the ownership of the Software. ICT Innovations reserves the right to refuse service to individuals at their discretion.

End User License Agreement

The EULA Agreement is included in the ICTBroadcast download package. By installing, copying, or otherwise using ICTBroadcast, your resold customers agree to be bound by the terms of the EULA.

License Provisioning

To become a ICT Innovations reseller, a minimum of 1 key is required to purchase initially. This key must remain active at all times. Dropping below 1 active key will forfeit reseller status. Additional licenses can be purchased on demand at any time.

License Distribution

As a ICT Innovations Reseller, you may "resell" or "give away" ICTBroadcast licenses as a value added product alongside your web hosting services (reseller/dedicated/vps/etc..). Licenses must never be sold as a standalone product. In addition, all licenses you issue must be used on the hosting services you provide.

Downloads

Resellers are responsible for providing access to the ICTBroadcast files necessary for resold customers to install and use the software. These files should only ever be accessible to those entitled to them by having a license, and must not be publically accessible.

License Usage

ICT Innovations reserves the right to perform an audit of license keys issued by a reseller at any time, and the reseller may be asked to provide a list of IPs that belong to their



network to facilitate this. Failure to provide evidence that licenses are being used solely within the resellers hosting network may lead to suspension.

Billing Policy

Payment is due annually on the date of purchase of key. If payment is not received within 5 days of this date, license will be suspended until payment is received. All sales are non-refundable. Cancellation during active month do not warrant money back for unused time.

Advertising Information

The reseller is solely responsible to ensure that any content, information, features, functions and included items with our product displayed on their website remains current and correct. ICT Innovations will not be held responsible, liable or at fault if any information provided to your customers is not considered correct.

Support

All customers who are sold a license for ICTBroadcast from a reseller have the right to contact us directly for support. If however the resellers account is not in good standing then the customer may be denied support until the account issues have been resolved.

Branding

Re-branding or removal of ICT Innovations references from the software itself or any associated files are not permitted.

Cancellations & Agreement Modifications

ICT Innovations reserves the right to change any portion of the conditions in this agreement, at any time and in its sole discretion. Either party reserves the right to cancel this agreement at any time by written notice of cancellation to the receiving party. Any cancellation by the reseller requires a 3 month notice period and the resold customers email addresses to be provided to ICT Innovations to allow offering the option to continue with ICT Innovations directly to avoid interrupting service. Any cancellation forfeits all payments and warrants no refund of unused portions. If at any time during your reseller agreement any item of this agreement is breeched, your reseller account may be terminated "immediately" without any right to refund of any moneys paid for licenses.

Trademarks

ICT Innovations and the ICT Innovations logo are trademarks of ICT Innovations Limited. All rights reserved. All other trademarks are the property of their respective owners.



ICT Innovations Reseller Agreement

By completing and signing the form below, you are confirming that both you as an individual, and company, have read and fully understand and agree to the reseller terms and conditions listed on pages 2 and 3 of this agreement.

First Name	
	you will be reselling via)

I hereby acknowledge and confirm my/our acceptance of the reseller terms.

Date	
Full Legal Name	
- Signature	