

**1001bit Tools – RESELLER LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between

1. **GOH CHUN HEE**, author of **1001bit Tools (Standard and Pro version)**, owner of domain: [www.1001bit.com](http://www.1001bit.com) ("Licensor");

**Address:** No.3, Jalan Adda 2/1, Taman Adda Heights, 81100 Johor Bahru, Johor

**Contact number:** +6012-7131502, +65-84991110

and

2. \_\_\_\_\_, owner of domain \_\_\_\_\_ ("Licensee").

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact number:** \_\_\_\_\_

**WITNESSETH:**

**RECITALS:**

- A. Licensor is the owner of the intellectual property (the "IP") of 1001bit Tools Standard and Pro (the "Software"), a collection of ruby scripts, add on plugins that runs in Google Sketchup.
- B. Licensor and Licensee wish to enter into this License Agreement for purpose of selling the User License of the Software on the Licensee's website and/or other sales venue that is legally owned by the Licensee.
- C. The user license of the Software (the "User License") comes in form of encrypted text strings (the "Activation Key") issued by the Licensor, or by the Licensee through a means provided by the Licensor. The user license allows the end user the right to use 1001bit Tools (version relevant to the User License) without time limit subject to the terms and conditions of User License of the Software in **Schedule 1**.
- D. A single User License is valid only for a single copy and single user at anytime of the Software, and can be sold only once to a single user.

- E. This reseller license is granted non exclusively to Licensee for the selling of the Software on the web, as well as Licensee’s sales venues/outlets in the following countries/regions (the “**Market**”)

NOW, THEREFORE, the parties hereby agree as follows:

**1. GRANT OF RESELLER LICENSE**

- 1.1 Licensor grants to Licensee a non exclusive reseller license to sell the User License of the Software to buyers/clients through venues legally owned by the Licensee.

**2. OWNERSHIP OF IP (1001bit Tools)**

- 2.1 Licensor declares that the all rights to the codes and IPs of the Software are fully and legally owned by Licensor.
- 2.2 Licensee acknowledges the ownership of the IP of the Software by Licensor, and agrees that it will do nothing inconsistent with such ownership and that all uses of the IP by Licensee shall inure to the benefit of and be on behalf of Licensor, and agrees, upon request, to assist Licensor in recording this Agreement with appropriate government authorities. Licensee agrees that nothing in this shall give Licensee any rights, title or interest in the IP other than the right to use the IP in accordance with this Agreement and to sell the User License on behalf of the Licensor.
- 2.3 It is expressly confirmed and agreed by Licensee that no rights or goodwill will accrue to Licensee from its use of the IP under this Agreement, and all rights and goodwill, if any accrued, will unconditionally belong to Licensor and that Licensee shall have no right, directly or indirectly, to ask Licensor for any remuneration or compensation in relation to its use of IP.

**3. SELLING PRICE**

- 3.1 Licensor grants to Licensee non-exclusive rights to resell the User Licensee of the Software on websites and other venues/outlets legally belong to the Licensee. This right is granted only to the Licensee and is not transferrable nor sellable to other party/parties.
- 3.2 Licensor agrees to sell the User License to Licensee at the rates listed in Price Schedule (**Schedule 2**).

- 3.3 Licensee agrees to sell the User License to end users at the rates listed in Price Schedule (Schedule 2). Licensee agrees that no increase and/or decrease in price other than those stated in Schedule 2 will be allowed unless written consent is obtained from Licensor prior to adjustment on selling price.
- 3.4 Licensor shall have sole/full rights to make reasonable adjustments to pricing listed in Schedule 2, and shall give written notifications to Licensee 1 month before any adjustments on pricing.

#### **4. SELLING THE SOFTWARE IN PACKAGE/BUNDLE WITH OTHER SOFTWARE AND/OR SERVICES**

- 4.1 Licensor agrees to allow Licensee to bundle the Software together with other software and/or services legally owned by Licensee, or which Licensee has legal right to sell, into a single sales package/bundle on following conditions:
- a) The name of the Software remains unaltered and clearly stated.
  - b) The IP of the Software remains solely with Licensor and is clearly stated.
  - c) The Software remains unaltered, without additions nor reductions nor any alterations other than those issued by Licensor.
  - d) The Software remains a separate entity, distinct from the other bundled software and/or services and the copyright information and IP of each component included in the package/bundle is clearly stated.
  - e) If the Licensee has intention to name the sales package/bundle under a name, clear written notices must be included to notify the end users/potential buyers/buyers that the sales package includes the Software in its original name and version number and the IP of the Software remains fully with Licensor.
  - f) In no way such package/bundle is allowed to be named as 1001bit Tools or 1001bit Pro, or in any way that implies that Licensor is responsible and/or liable for any part of the package/bundle other than those issued by Licensor.
  - g) Written consent must be obtained from Licensor prior to the public announcement and/or selling such package/bundle.
  - h) The final selling price of the bundle is at least equal to or higher than the final selling price of the Software stated in Schedule 2.

- 4.2 Licensor retains the full right to refuse such bundle if such bundle is found to be inconsistent with the direction/principle of Licensor's technical, marketing and other strategy, position and interest.

#### **ISSUANCE OF USER LICENSE**

- 4.3 Licensor will create a web-based utility on Licensor's website for issuance of User License (activation key) to end users/buyers.
- 4.4 Licensor will grant Licensee access to use this utility to issue out User License to end users/buyers. Each issuance of User License by either the Licensor or Licensee will be recorded on the database.
- 4.5 Records of the issuance of User License will be kept in a database that is accessible by Licensor and Licensee through a web-based utility maintained by Licensor.
- 4.6 Licensee shall keep confidential the userid and password issued to Licensee for accessing the database and issuance of User License.
- 4.7 Licensee acknowledges that all issuance of User License using the userid and password issued to Licensee shall be deemed to be authentic actions by Licensee and is chargeable by Licensor for the User License issued.
- 4.8 Licensee undertakes and agrees that it is fully responsible to ensure that User License are issued to end users who have purchased the User License within 24 hours of successful transaction in payment to Licensee.
- 4.9 Licensee understands and confirms that it is solely liable to the paying parties for all payments received by Licensee and agrees to undertake all necessary measures and actions to ensure that all legal obligations between Licensee and its clients/buyers are carried out properly.

#### **5. PAYMENTS BETWEEN LICENSEE AND LICENSOR**

- 5.1 On the first day of every month Licensor will send a consolidated statement for the sales of the previous month and invoice Licensee for User License issued.
- 5.2 Licensee agrees that it shall transfer the amount due to Licensor within 7 days of receiving the statement and invoice.
- 5.3 Regardless of the currency in which the Software is being sold by the Licensee and the currency conversion rates, payments between Licensee and Licensor shall be in U S Dollars as stated in Schedule 2.

- 5.4 The amount to be transferred shall be exact amount listed in accordance to Schedule 2. All transaction expenses and currency exchange differences incurred will be borne by the receiving party.
- 5.5 Method of payments between Licensee and Licensor shall be through PayPal accounts.

## **6. OBLIGATIONS BY LICENSOR**

- 6.1 Licensor undertakes and agrees that it shall provide to the Licensee all necessary technical support to ensure the proper functioning of the Software.
- 6.2 Licensor undertakes and confirms that the Software provided to Licensee shall be fully and legally owned by Licensor.

## **7. OBLIGATIONS BY LICENSEE**

- 7.1 Licensee will be fully responsible for the setting up and maintenance of its websites and any other sales outlets. The cost of Licensee's sales outlets shall be borne by Licensee alone. No cost incurred on part of Licensee shall be chargeable to Licensor unless separate written agreement is obtain prior to execution.
- 7.2 Licensee will be fully responsible for the setting up and maintenance of all accounts and financial arrangements necessary for receiving payments for the sales of the Software. All expenses incurred for this function shall be borne by the Licensee.
- 7.3 The Software is provided to Licensee in English. In markets where versions of the Software are not in English, Licensee undertakes and agrees to be fully responsible in all translations necessary for the sales and function of the Software, and the implementation of this Agreement.
- 7.4 Licensee agrees and undertakes to provide proper customer supports to the end users/buyers with regards to the Software. In the event that assistance from Licensor is required, the language of communication between Licensee and Licensor shall be in English. Licensee shall be responsible for the translation of such feedbacks to local languages if necessary.
- 7.5 Licensee shall be fully responsible in ensuring that all sales transactions of the Software is conducted in accordance to proper ethics and all legal requirements of the local authorities are fully complied with.
- 7.6 Licensee shall not use the reseller license in any manner that may impair the reputation or goodwill of the IP and Software or may dilute or weaken their uniqueness. If Licensor considers that the reputation, goodwill or any rights to the IP and the Software are

impaired by the use or acts of Licensee in any manner, Licensor may, at its sole discretion, terminate this Agreement forthwith by written notice from Licensor and Licensee shall be liable to Licensor for the remedy of such impairment.

## **8. SALES TARGET**

8.1 No sales target is imposed on Licensee.

## **9. EXCLUSIVITY IN MARKET**

9.1 Licensee agrees and acknowledges that this Agreement is non exclusive for Licensee's intended Market, and that Licensor shall have full rights in appointing other resellers in similar Market without prior consent from Licensee.

## **10. INFRINGEMENT PROCEEDINGS**

10.1 Licensee shall promptly notify Licensor of any and all infringement, imitations, or other illegal use or misuse of the IP, the Software and the User License, which come to the Licensee's attention. As the sole owner of the IP, Licensor shall determine whether to take any action to prevent the infringement, imitation or other illegal use or misuse of the IP, Software and User License.

## **11. TERM AND TERMINATION**

11.1 This Agreement and the license granted herein shall become effective on the date of this Agreement and shall remain in full force and effect thereafter for two (2) years unless earlier terminated as referred here below:

11.2 This Agreement shall be automatically renewed for another period of 2 year(s) unless the Licensor notifies the Licensee in writing to terminate the Agreement three (3) months prior to the expiration date above.

11.3 Termination upon Default. If either party breaches any of terms and conditions contained in this Agreement and does not cure such breach (es) within thirty (30) days after non-breaching party makes notice to the breaching party requesting to cure such breach, the non-breaching party may, prejudice to any other rights or remedies contained in this Agreement or provided by substantive law, terminate this Agreement by a notice to the breaching party. Specifically, the event of default includes, without limitation, the case where Licensee shall misuse the Licensor or Licensed rights, or any other names, marks, systems, insignia, symbols or rights provided by Licensor to Licensee, or otherwise materially impair the Licensor's brand image associated therewith or Licensor's rights therein, or where Licensee shall use any names, marks, systems, insignia or symbols not authorised by Licensor.

## NOTICES

- 11.4 All notices and other communications between the parties given pursuant to this Agreement will be deemed to have been delivered when sent by email to the addressee at the following address:

If to Licensor:

**gohch@1001bit.com**

Attention: **Mr. Goh Chun Hee**

If to Licensee:

\_\_\_\_\_

Attention: \_\_\_\_\_

## 12. ENTIRE AGREEMENT

- 12.1 The Parties acknowledge that this Agreement contains the complete and exclusive statement of the Agreement between the Parties which supersedes all other prior agreements or statements, oral or written, relating to the subject matter of this Agreement.
- 12.2 No terms and conditions of this Agreement shall be changed, altered or modified unless agreed upon in writing by both parties hereto.

## GOVERNING LAW

- 12.3 This Agreement shall be governed and construed in accordance with the laws of Malaysia.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement in two (2) original counterpart instruments to be executed and delivered in English as of the date first above written in a manner legally binding upon them by their duly authorised officers, each one of which shall be retained by Licensee and Licensor respectively.

**Licensor:      GOH CHUN HEE**

Signature \_\_\_\_\_

**Licensee:      \_\_\_\_\_ (name)**

(Seal)

Signature\_\_\_\_\_



**1001bit Tools – RESELLER LICENSE AGREEMENT**

**SCHEDULE 1 – END USER LICENSE**

The following terms and conditions are to be displayed on the Licensee website or sales literature and made known to potential buyers/end users of the Software:

**Simple terms and conditions**

Users can try out 1001bit Tools for free for 30 days. If you wish to continue using 1001bit Tools (Standard and Pro versions) beyond the trial period, you will be required to purchase a User License.

Each user will need to have a separate User License to use 1001bit Tools.

You may copy and install 1001bit Tools on multiple computers belonging to you on condition that the licensed 1001bit Tools is used only by a single user at any time.

You agree not to distribute and/or sell any part/whole of the scripts to others.

You agree not to copy, modify or reverse engineer any part/whole of the scripts from us.

We will not be responsible/liable on how you use 1001bit Tools, and the output from the tools. All the scripts have been tested by us, and it is unlikely that any of the scripts can cause damage to your computer or your files. There were instances that some of the scripts have caused Sketchup to freeze (most probably due to extensive processing) or have caused Sketchup to exit prematurely (crash) during our early development. None of them has caused any damage to Sketchup, or Sketchup drawings. Those bugs have been resolved. You are advised to test out 1001bit Tools fully before purchase.

You agree that we will not be responsible nor liable for any outcome arising from the use of 1001bit Tools.

All copyright of 1001bit Tools remains with 1001bit.com unless otherwise stated. The purchase of user license allows you to make use of 1001bit Tools for commercial purposes, subject to the conditions above. The purchase of User License does not give you any right to any IP or any part of 1001bit Tools.

By submitting this registration, you agree to all the terms and conditions stated above.

**1001bit Tools – RESELLER LICENSE AGREEMENT**

**SCHEDULE 2(a) – PRICE SCHEDULE (1001bit standard version 1.1)**

Date: 6-September-2012

Software : **1001bit Tools**

Version : **(Standard version 1.x.x)**

<b><i>Description</i></b>	<b><i>Selling price per User License (Licensor to Licensee)</i></b>	<b><i>Selling price per User License (to end user)</i></b>
1 to 9 user license in single purchase	USD 19.50	USD 29.00 (or in equivalent local currency)
10 to 19 user licenses in single purchase	USD 17.50	USD 26.00 (or in equivalent local currency)
20 to 29 user licenses in single purchase	USD 16.50	USD 24.60 (or in equivalent local currency)
More than 30 user licenses in single purchase	USD 15.50	USD 23.20 (or in equivalent local currency)
Bundled with other programs/services	USD 13.70	Subject to Licensee's decision; must be at least equal or higher than the selling price of 1001bit tools above

**1001bit Tools – RESELLER LICENSE AGREEMENT****SCHEDULE 2(b) – PRICE SCHEDULE (1001bit Pro)**

Date: 6-September-2012

Software : **1001bit Pro**Version : **(version 2.x)**

<b>Description 1001bit Pro (new purchase)</b>	<b>Selling price per User License (Licensor to Licensee)</b>	<b>Selling price per User License (to end user)</b>
1 to 10 user license in single purchase	USD 32.00	USD 48.00 (or in equivalent local currency)
10 to 19 user licenses in single purchase	USD 28.90	USD 43.20 (or in equivalent local currency)
20 to 29 user licenses in single purchase	USD 27.20	USD 40.80 (or in equivalent local currency)
More than 30 user licenses in single purchase	USD 25.60	USD 38.40 (or in equivalent local currency)
Bundled with other programs/services	USD 22.40	Subject to Licensee's decision; must be at least equal or higher than the selling price of 1001bit tools above

<b>Description 1001bit Pro (upgrade from 1001bit Standard)</b>	<b>Selling price per User License (Licensor to Licensee)</b>	<b>Selling price per User License (to end user)</b>
Every upgrade license	USD 12.70	USD 19.00 (or in equivalent local currency)
Bundled with other programs/services	USD 12.70	Subject to Licensee's decision; must be at least equal or higher than the selling price of 1001bit tools above

<b>Description 1001bit Pro (upgrade from 1001bit Pro v1.x)</b>	<b>Selling price per User License (Licensor to Licensee)</b>	<b>Selling price per User License (to end user)</b>
Every upgrade license	USD 10.00	USD 15.00 (or in equivalent local currency)
Bundled with other programs/services	USD 10.00	Subject to Licensee's decision; must be at least equal or higher than the selling price of 1001bit tools above

**SCHEDULE 2(b) – PRICE SCHEDULE (1001bit Pro)-cont’d**

<b>Description 1001bit Pro (academic license)</b>	<b>Selling price per User License (Licensor to Licensee)</b>	<b>Selling price per User License (to end user)</b>
1 to 10 user license in single purchase	USD 12.70	USD 19.00 (or in equivalent local currency)
More than 10 users in single purchase	USD 11.40	USD 17.0 (or in equivalent local currency)
Bundled with other programs/services	USD 8.90	Subject to Licensee’s decision; must be at least equal or higher than the selling price of 1001bit tools above

Note: students are required to produce documentary proof to qualify for academic license. Academic institutions/schools are required to submit request for academic price with formal application using schools letter head or emails.

**1001bit Tools – RESELLER LICENSE AGREEMENT**

**SCHEDULE 2(c) – PRICE SCHEDULE (1001Shadows)**

Date: 6-September-2012

Software : **1001Shadows**

Version : **(version 1.x)**

<b><i>Description</i></b> <b><i>1001bit Pro (new purchase)</i></b>	<b><i>Selling price per User License</i></b> <b><i>(Licensor to Licensee)</i></b>	<b><i>Selling price per User License</i></b> <b><i>(to end user)</i></b>
1 to 9 user license in single purchase	USD 33.50	USD 50.00 (or in equivalent local currency)
10 to 19 user license in single purchase	USD 30.15	USD 45.00 (or in equivalent local currency)
20 to 29 user license in single purchase	USD 28.50	USD 42.50 (or in equivalent local currency)
More than 30 users in single purchase	USD 26.80	USD 40.00 (or in equivalent local currency)
Bundled with other programs/services	USD 23.50	Subject to Licensee’s decision; must be at least equal or higher than the selling price of 1001Shadows above

Note: There is NO academic license nor academic discount for 1001Shadows.