

Reseller Terms of Service

We, DbVis Software AB, **reg no. 556591-6508 (DbVis)**, would happily welcome your company as a reseller with a non-exclusive right to market, promote and resell the Software products. Here is what we offer and our terms and conditions. By signing up for a partner ID, you agree to these terms and conditions:

- A **10% reseller discount** on the DbVis Software products to be applied for sales of DbVis Software products to end users only (may not be used for selling DbVis Software products to other third parties, such as other resellers).
- Price list and volume discounts are found on the partner login: <https://www.dbvis.com/purchase/>.
- **EULA** as listed in: <https://www.dbvis.com/eula/>
- We will do our best to notify you of any changes to the EULA and/or prices with reasonable prior notice.
- Electronic download only (no shipping cost): <https://www.dbvis.com/download/>
- **You must sign-up as a partner in our e-store system:** <https://store.dbvis.com/710/purl-partnersignup>
- A single order should include one specific customer.
- Multi-license discounts are applied on a per-order basis only.
- Orders shall be registered in our e-store system: <https://www.dbvis.com/purchase/>
- We reserve the right to notify the customer via email when their contract is about to expire.
- For product information and marketing material, you may include it on your website during the course of the reseller relationship, provided that you do not modify or alter the material: <https://www.dbvis.com/brand-assets/>
- All intellectual property rights, know-how, and documentation (including product information and marketing material) regarding the Software products is DbVis and/or our licensors' sole and exclusive property, and no provision herein shall be interpreted as a transfer or assignment of any such intellectual property rights.
- You are solely responsible for all activities conducted by you regarding the marketing and sales of the DbVis Software products. You agree to defend and keep us fully indemnified from and against any claims arising out of or in connection with your marketing and sales of the DbVis Software products.

- Nothing in this Agreement shall constitute or be deemed to constitute a partnership, an employment relationship, or an agency. You shall not be authorized, expressly or implied, to make any commitment, incur any obligation, make any warranties, or act on behalf of DbVis in any matter whatsoever.
- We have the right to terminate our relationship with you with immediate effect in the event of any breach of these terms and conditions or if there is reason to assume that you have become insolvent.
- Our contractual liability to you is limited to direct damages and shall in no event exceed the lower of (i) the amount paid by you during the [three (3) months] preceding the claim, or (ii) SEK [amount] . In no event shall we be liable to you for any indirect damages.
- You undertake not to, directly or indirectly, use or disclose any confidential information to any third party without our prior written approval other than for the due performance of the reseller relationship.
- Swedish law shall govern our relationship without reference to conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with the terms and conditions above, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be English.
- Notwithstanding the above, we have a right to initiate court proceedings to pursue any indisputable claim.
- You will be deemed to have accepted the terms and conditions above if you proceed to sell the DbVis Software products.