

发行人协议书

(本中文翻译版本仅供参考, 如有疑问, 以英文原版为准)

在您成为使用我们网站转售服务的一个**发行人**之前,您必须同意这文件(**协议书**)中的条款与条件。如果您在 RegNow **帐户启用**网页按了**此刻加入**键, 我们之间的合约就立即生效了。所以在您签订之前,请务必仔细阅读此**协议书**。如果您不同意签订此**协议书**, 那么请勿接触此键。但这样您也将无法在我们的网站上销售您的产品了。

特定文字的涵义

在这**协议书**中一些用语的定义:

- "我们"指的是我们公司 RegNow,Inc., 一家在美国 Minnesota 的公司。
- "我们的"指的是我们公司所拥有的东西。
- "您"或"**发行人**"指的是在此**协议书**生效前,以"**发行人**"和(或)"公司"的名义在 RegNow **帐户启用**网页登记的个人或公司。
- "您的"指的是您所拥有的有形的和无形的东西 (如知识产权)。
- "**使用权限**"指的是可以装设, 使用或扩充**软件**功能的权益。
- "**业务服务**"指的是可选择的额外附加在转售服务中的功能。请注意,有时这些附加的功能是必须要另外付费才能使用的。我们可以提供给客户的**业务服务**项目有:
 - o 传送预制的**使用许可**钥匙给**终端用户**。
 - o 根据您给的标准及算法,为您制作**使用许可**钥匙。
 - o 将您的**软件**发送至**终端用户**。
 - o 透过我们的网站或其它方式来促销您的**软件**。
 - o 使用我们的**代销商方案**,可让其它人透过我们的网站来促销您的**软件**或**使用权限**的购买。
- "**软件**"指的是与特定产品有关的**软件**程序及其所含的资料。在您卖给我们每组**使用权限**时,您必须明示每一个**软件**所含的项目。
- "**网站**"指的是我们在 www.regnow.com 的网站, 它扮演一个零售商的角色来出售您的**使用权限**。在这个网站,您也可以使用您额外购买的**业务服务**。
- "**终端用户**"指的是选择透过我们**网站**购买**使用权限**来使用而非转售之用的个人或公司。
- "**建议零售价**"指的是您输入 RegNow 系统中的产品建议零售价格。虽然**发行人**可以输入产品的零售价格,但根据相关法令,RegNow 拥有最后零售价的设定权。
- "**总销售价**"指的是**终端用户**对整个交易所付的总价 (去掉扣除额或优惠卷金额), 包含任何适用的税金或运费, 但不含交易时**终端用户**所必须付的光盘费用或下载保险费。

- "扣除额"指的是 RegNow 与**终端用户**成交的产品**总销售价**中, RegNow 可以从应付您的产品**建议零售价**中所扣除的那一部份金额。
- "网站认证"是定义为用来评定您所提供给 RegNow 的**销售网站**不会含有联结, 以任何方式将任何客户往来流量转送或传送给任何非 DR **代销商组织**支持的电子商务系统。

此协议书所含盖的范围

- 当**终端用户**被引导到我们的**网站**时, 我们会提供网络付费系统让**终端用户**来购买您**软件的使用权限**。当**终端用户**以我们设定的价格 (参照"**我们处理钱的方式**") ,向我们购买时,您同意把**使用权限**卖给我们。为了让我们完成与**终端用户**的交易, 必要时, 您要配合我们的要求用任何您选定的方式来执行来传送或提供**使用权限**给**终端用户**。
- 在此**协议书**签定后, 透过您的电子帐户接口, 您可以告知我们您所需要的额外**业务服务**。我们可以修订或更改我们提供的**业务服务**。在知会您这些修改后, 这些修改将会在任何往后发生的交易中生效。
- 请注意我们不提供任何有关您**软件**的软件客户服务或技术支持。我们的支持只限于帮助**终端用户**使用我们的**网站**和购物车购物, 以及您所购买的**业务服务**, 包括任何软件档案, 使用许可钥匙的运销事宜。

您所授予我们的权利

- 如**协议书**所述, 您授予我们出售**使用权限**的权利。同时, 如果您向我们购买任何额外**业务服务**, 只要是对您购买的**业务服务**适当, 您也允许我们复制, 储存和运销所有您的:**软件**使用许可钥匙, 源自原版**软件**或非原版**软件**的副本, 以电子形式存在的下载运销, 或以硬件形式(如光盘)存在的实体运销。
- 除了以上所述的为了让我们完成与**终端用户**的交易的**权利**, 您并没有将您**软件**的**知识产权**, 您的名字, 或您的**商标**使用**权**授权给我们。
- 任何**终端用户**协议书 (EULA) 仅限于您与**终端用户**所订立的协议。我们与 EULA 完全无关。

我们处理钱的方式

RegNow 对**建议零售价**中**扣除额**的处理。当我们出售您的**使用权限**后, 我们在销售纪录上就成为**终端用户**的零售商。每一笔**使用权限**的销售价, 应是取自于我们为取得卖给**终端用户**的产品而给付您的价格。其金额以以下列两种价格较高者为准:(a)**建议零售价**减去**折扣**(**总销售价**的 6.9%)加上**终端用户**订购的数量(每软件单位以 1 元美金计), 或(b)每笔顾客订单购以 2 元美金计。

- 我们会将应付您的**使用权限**销售金额登记在我们公司的帐户里。我们会维护这个帐户, 并且依以下的方法从这个帐户付款给您。

- 光盘的方式: 您必须把您的产品档案上载, 让我们做一个专属您产品的光盘. 尔后的任何时候, 当用户购买此软件时, 他/她就可选择订购光盘。RegNow 同意每卖掉一张光盘, 我们就付您售价的 20%。但光盘的售价应由 RegNow 来订定维持。只要购买经由 RegNow 销售的所有**软件**, 每个**终端用户**都必须被告知这个购买方式。
- 下载保险服务: 您必须提供每个**终端用户下载保险服务**。下载**保险服务**的售价应由 RegNow 来订定维持。对每笔批准的**下载保险服务**订购, RegNow 同意付您售价的 20%。这项服务让您可以在我们的服务器上储存您的档案, 并且提供下载联机以便顾客在未来两年内可以重复下载他们所购买的产品。所有产品, 若其档案是由 RegNow 装载并且在卖出后由 RegNow 传送给**终端用户**的, 都必须提供这项服务。
- 如果您希望我们提供必须要另外付费的额外**业务服务**, 在您启用您的帐户, 登入网络的帐户接口后, 我们就会为您详述这些费用。当您选择使用这些**业务服务**时, 您就会有选择接受这些费用。在我们提供您这些**业务服务**时, 我们会从您的帐户里扣除这些费用。一旦您停止提供**协议书**要求的一项或更多项增值服务时, 我们就会冻结您的帐户, 并且告知您此事。

税金 - 除了向**终端用户**收取您订定的价格外, 我们必须依法索取并且缴交给有关单位一切和产品销售有关的税金(统称营业税), 如货物税、加值税(VAT)、类似的税金或类似的政府费。所有收取的营业税金, 并不会汇入您的帐户, 而是由我们缴交给有关的政府单位。

代销商方案 - 您可选择加入我们的**代销商方案**。在我们的**代销商方案**里, 其它 RegNow 的会员可以把往来的交易送往您的网站, 来促销您的**软件**, 而我们会追踪送到您网站上的交易来源。当其它**代销商**送过来的**终端用户**在您的网站上消费后, 这位**代销商**就有权索取**代销商佣金**。在您同意之下, 我们将把**代销商佣金**从产品售价中扣除, 然后付给这位**代销商**。因销售而衍生出的任何**代销商佣金**, 将会从您的帐户提拨出来, 付给我们系统所显示促成此交易的**代销商**。您可以用每件产品, 每个帐户和每个**代销商**为基准来设定**代销商佣金**。若您没有提供一个**代销商佣金**的发放比例, 我们将依系统设定的 30%佣金率来发放。

所有**代销商组织**的会员都是 RegNow 独有的财产, 而不是属于您的。若要进入我们的**代销商组织**, 所有会员都要和 RegNow 有合约关系。不论您是靠个人力量, 或是利用我们提供的**代销商组织**招募工具, 或是利用我们提供的服务或资源, 任何透过您的招募而进入 RegNow **代销商组织**的会员, 应属于 RegNow 独有的财产。您不能因为和某位**组织**的**代销商**有私交, 而忽视或阻隔组织的功能。**代销商组织**可以让您使用它的工具和资源, 来确切达到和其它会员互通讯息的目的。您同意您不会以非法手段利用这些工具来, 包括但不限于此, 规避义务而不缴交服务费或与组织有关费用: 如规避支付**代销商佣金**, **扣除额**或其它营业费用, 或替其它**代销商**或**代销商制**的组织招募会员。

退货/退款 – 当**终端用户**要求退回在 RegNow 买的产品时,我们会把退货金额从您的帐户里扣除。在我们接到退货要求的同时,我们也会通知您。但如果您在收到通知的两个工作天之内,表示拒绝退货要求,或需要更多资料,我们将会与您合作来决定这样的退货要求是否合理。如果信用处理公司向我们索取**使用权限**的退款时(根据各种适用的零售商条例所允许的理由:如欺诈,顾客投诉或政府命令),我们可以选择退款,并且把此退款金额从您的帐户里扣除。当退货或退款的程序完成后,我们会保留我们原先的零售利润。在退货或退款这种情形中,我们会先扣留所有相关的会员费用,然后再退还给您。但是我们还是有责任要支付信用处理公司的收费,包括任何零售商费用或信用卡交易费用。我们也要支付信用处理公司收取的退款手续费,除非这退款是导源于您欺诈的行为或疏失。

付款方式/频率 – 在每个付款周期终结时,我们会以您选取的帐户设定方式,把您帐户里应付的帐款寄给您。然而,我们对您的应付帐款义务是以下列为条件的:

- 除非特别声明,和除非您的该付金额低于月付最低限额,一般标准的付款周期是以月为单位的。
- 除非特别声明,否则所有付款将由 ACH 的直接存款办理。由于不适用,非美籍客户将无法使用 ACH 的直接存款。在这种情形下,支票付款将是基本的付款方式且没有额外费用。
- 我们也允许其它可行的付款方式。您可要求以直接电汇的方式付款,其费用是一次美金 10 元。公司本票/银行汇票也都是可行的付款方式。开立一张汇票是美金 10 元。DR VISA Electron 卡是另一种可行的付款方式。如果想要启用这种付费方式,请至 www.regnow.com 了解它的条款和条件。
- 如果我们认为有必要,我们可以决定扣留您帐户里部份或全部的钱,来抵押您帐户日后的退款、索费,或其它您可能积欠我们的债款。如果我们认为您帐户里可能有因欺诈,或其它非法行为而获得的资金,我们也可以从您帐户里扣留部份或全部的钱。在这种情形下,我们只会扣留合理金额。在我们的报表或其它通知里,我们都会记载我们所扣留的金额。我们将会合理判断金额扣留的时间长短。一旦合理的扣留期一过,我们将会尽快把任何剩余的扣留金额发还给您。不论我们决定扣留多少金额,如果您没有在九十天之内把积欠我们的退货/退款金额,佣金或**业务服务**使用费付清,依照要求,您同意偿还所有积欠的金额。如果我们确定要把您帐户里扣留的金额没收(或抵押),我们将会在您下一次的帐户报表中告知您抵押一事,并且给您一份抵押说明。我们认为这样的做法,可以合理反应您对我们的应付债款。
- 在月付周期结束时,如果您帐户里仍有我们应付但少于美金 25 元的金额,我们将会等到这金额大于美金 25 元时,在日后的付款周期里再一并给付您。
- 您的第一笔货款,要在您帐户里第一笔销售日期的第 60 天后的付款周期里,您才会收到。后续的货款,将会依您所选择的付费时间表发放给您。
- 除非我们同意您的要求,否则任何及所有费用、付款、补偿金、报酬及其它金额都将以美金表示并且发放。您帐户里的钱,在我们的持有时间内,将不会产生任何利息。

o 在任何时间里,我们都可以修订我们的收费时间表,或任何不定期的收费。但是我们会在收费修订前的至少 30 天,通知您有关的收费变更。

您对我们的承诺

您对我们有以下的承诺、代表、和保证下,我们相对的提供给您附加价值的转售服务:

- 为了在我们**网站**上转售,您有权把**使用权限**卖给我们。如果您让我们发送您的**软件**或相关档案,使用许可钥匙,您就有权准许我们提供您**业务服务**。您保证我们对**使用权限**或**软件**的销售、复制、储存或发送,都不会侵犯、违反或误用别人的知识产权。您保证以上的保证及承诺,适用于对全世界**终端用户**的销售和传送。
- 任何您提供在我们**网站**上的**软件**说明,都是正确的,而且不违反任何相关法令,或任何与广告相关的法令,或任何形式的顾客保护法。
- 由于您使用我们的**代销商组织**,才得与其会员相通,并且得以使用它的服务及资源,您同意您不会显视联结,以任何方式将任何客户往来流量转送或传送给任何非 DR **代销商组织**支持的电子商务系统。(这样才能确保我们可以辨认所有讯息的往来,及其后续因为会员而成交的生意,并且确保促成生意的会员能得到合理的代销商佣金。) 在您的产品在 **RegNow** 被激活之后,您必须申请**网站认证**。在这个合同下,在您收到您的第一份定单的**5**天内,如果您仍未递交**网站认证**申请,并满足了**网站认证**的要求和取得认可,对有**代销商**引导的定单,我们有权利保留数额相当**15%代销商佣金**,并从**代销商组织**网络移除您的产品。这个计价方式将适用于所有通过您的帐户的**代销商**引导的定单,直到您通过**网站认证**的要求。
- 您必须达到法定的年龄,才能有效地签订此**协议书**,并且有能力遵守**协议书**里的条款与条件,使这**协议书**产生约束力。此外,如果您是一个公司或是以其它商业形式存在的营利机构,接触**此刻加入**键的人有权依此**协议书**来约束您。或在接受我们的**业务服务**时,您就等于是认同此人可以依此**协议书**来约束您。如果这个人并非经过授权,那么他(她)就要同意以个人名义,对所有依照此**协议书**在您帐户所做的事情负责。
- 您的**软件**,包括它所有的内容,不能涉及毁谤,中伤别人,也不能有低俗或色情的资料。使用您的**软件**应是合法的,它不应该有用来从事不法事情的功能(例如,但不限于此,用来破译的工具、功能或软件)。它也不该被当成处理电子邮件或大量散发电子邮件的工具(如类似"发送垃圾邮件"的工具)。我们对于您**使用权限**或您**软件**的输送,应不会违反有关境外出口的法令,包括有关破译科技的法令。您同意我们可以,依照我们的判断,在任何时候,有理由或没有理由地拒绝受理(或拒绝继续受理)您的**产品**。
- 所有您在**发行人登记**网页上所输入的资料,在输入的当时都是正确。您也承诺您会在资料改变时,立即在您的电子帐户接口上更正。您可以在**发行人帐户**网页上取得您的**发行人登记**资料。

- 不论何处(或许在其它网站,电子邮件,书面上,或其它方式),在您为了要推销**使用权**而提供**终端用户**可以到达我们**网站**的超连接或其它方式时,您不会刊登对您的身分或所在不实或误导的资料。
- 不管现在或未来,如果您曾经因为某种理由而相信这些承诺并不真确,您答应要立即告知我们。

我们拥有并且保留的权益

- 通常我们会试着事先告知您,但您必须认可我们可以在任何时候,在没有事先告知或给任何理由的情况下,决定不再发送您任何或全部的**使用权**或**软件**。
- 我们没有义务支付您帐户里任何被认为牵涉到欺诈或犯罪活动的金额。对于欺诈或犯罪活动的存在与否或可能性,我们将根据我们的合理判断来决定。并且可以做任何我们觉得合宜的审理和调查。
- 我们的**隐私权政策**公布在我们**网站**的 <http://www.regnow.com/privacy.html>,这个政策描述我们可以如何储存、使用和公开您和**终端用户**的个人资料。您同意我们现在发行的**隐私权政策**规定,和将来我们可能修订的规定。您同意您不会做任何事来干预我们的**隐私权政策**,和它对您**终端用户**的影响,您也同意我们是唯一可以控管这些规定和执行**隐私权政策**的人。
- 我们的**隐私权政策**, DMCA 通告, **销售条款与条件**, 和其它相关的法律免责声明,都应该永久刊登在购物篮和其它结帐网页上。
- 您准许我们在任何售后网页上(包括任何感谢订货的网页,确认订货的网页,确认订货的电子邮件,和任何在订单发出后相关的网页),刊登我们觉得必要的信息,包括我们自行决定的交叉产品促销,相关产品促销及其它行销的信息。在使用这种方式而卖出额外产品给**终端用户**的这种情况下,我们会依据此产品**发行人**在 RegNow 系统中登记的佣金标准,给付您合理的**代销商佣金**。
- 如果我们确定因为销售您的产品到某地,会导致我们触犯当地的税法,而解决这个问题会花费我们不合理的时间、精神或金钱,我们可以选择拒绝销售给在这些地方的**终端用户**。
- 我们的商标,服务记号和我们的事业名称(我们的"注册**商标**"),都是只发行给我们,让我们独家拥有的标记。所有您对我们**注册商标**的使用,都必须是在对我们有利的情况下进行。当我们认为您对我们**注册商标**使用不当,或您的使用可能让我们的**注册商标**权益受损时,只要我们一提出要求,您同意您会立即停止或改变对我们**注册商标**的任何使用。

您对垃圾邮件和广告所必须做的事情

您不可以使用商业电子邮件(不论是经过许可或未经许可的)来行销您的**软件**,或因此把我们或我们的网站牵连进去,使得这些电子邮件在我们网站上的出现违反任何与电子邮件使用有关的法令或规定。您必须遵守任何法律上的义务,在您的行销电子邮件中选用适当的标题和内容,并且赋予收件者选进或选出的能力,和允许他们任何类似的要求。对任何提到我们公司或我们网站,或附有可以到我们网站的超连接的

广告或其它的营销资料,您都必须遵守适用于您资料传送区域的相关广告和营销法令。不论您是以自己的名义散发电子邮件或广告,或使用第三者的服务,您要对以上所有的规定负责并且遵守。如果因为您没有遵守以上规定,导致我们被处任何罚金、惩罚或蒙受任何费用,包括律师费用,一旦我们提出要求,您同意会给付我们这些金额。

因为是我们把您的产品卖给**终端用户**,所以和**终端用户**交易的是我们。因此**终端用户**要把他/她/它的个别身份资料给我们。在适用法令许可下,和**终端用户**不会要求我们禁止的范围内,我们会把所有因为交易而获得的**终端用户**资料与您,和把**终端用户**送到您网站的**代销商**共有。您同意您会遵守我们公布的**隐私权政策**,您公布的隐私权政策,和所有相关的法令和规定来使用**终端用户**的资料,包括但不限于只是 CANSpam Act of 2003 15 U.S.C. 701-7713 (2003) 中的例子。

我们不承认的保障

根据**照原状**的原则,我们提供您我们的转售服务。对于我们网站正常运作的概率或我们网站能否运作无误,我们不做任何承诺。**对于我们网站上的转售服务品质,我们不做任何明白或暗示性的保证,包括任何零售能力的保证,适合某一特定目的的保证,或不侵害行为的保证。**除了必须给付积欠您帐户的金额这些义务,您同意唯一可以弥补您对此**协议书**的违反行为,就是立即终止和此**协议书**的关系。

我们的债务责任是有限的

根据此协议书或源自和您在此协议书中的合约关系,我们所累积的总债务,不管在何种情况下,也不论这债务是如何衍生出来的,它将不会超过我们根据此协议书所拿到的净值。不论是源自保证、或其它协议书、或疏忽、或其它非法行为或其它原因,我们对您、或其它人或团体,不付任何损坏责任。而这损坏牵涉到任何间接的、偶发的、后果性的或任何叙述的特殊损坏。

这个协议书的有效期

- 这个**协议书**从您接触**此刻加入**键时就开始生效了,直到我们双方其中一人在至少 30 天前给对方发出终止**协议书**通知为止。但若您严重违反此**协议书**时,我们不必事前通知就可终止此**协议书**。除了事前 30 天的终止**协议书**通知之外,您或我们都没有义务延续此**协议书**的有效期,因此您就不应该依赖我们是否会继续在一段时间内发送您的**产品**了。

- 当您未续约而终止此协议时,如果以下的规定无另外修订,您将照协议以下的规定:

- o 您会立即除掉任何跟我们名字有关的资料,或除掉通往我们销售您**使用权限**或您**软件**的网站的超连接。

- o 我们会立即停止销售您的任何**使用权限**。我们会立即通知我们所知在推销您**使用权限**的所有**代销商**,请他们停止为了推销您的产品而连线到我们网站的动作。但他们是否会配合我们的通知,我们将不负责。

o 依照正常的付款周期日期,我们会继续从您的帐户付款给您,直到您的帐户余额等于零。我们的扣留权益,如上所述,可以持续到**协议书**终止之后。若因为您的帐户金额短缺,您对我们的付费义务可以持续到**协议书**终止之后。

o 依据**协议书**,我们可以扣留资金,并且有权从此资金索回任何费用。

o 对于在我们网站发送出去的您的**产品**所导致的任何债务,您要继续负责。这些债务可能源于任何欺诈的交易,任何违背知识产权的行为,和任何违背法令的行为。如果您违背对此**协议书**所做的承诺,而导致我们必须要为任何的索赔来辩护,我们将有权开始从任何被我们扣留的资金中,索回辩护费用和支出,包括这些用来支付与此索赔有关的律师费用。

我们同意的其它事项

- 您不可以把**协议书**,或此协议书中的任何权益过渡给别人。如果您有任何的过渡企图,我们可以决定废除此**协议书**而让它变成无效。然而,此**协议书**的条款对当事人的权益,和其允许的继承人的权益,和其受让人的权益,能使之生效并且具有约束力。

- 您我双方都不用受限于只能和彼此交易。您可以用其它方式或透过其它公司来发送您的**使用许可钥匙或软件**,而我们也可以发送别人提供和您**软件**类似或竞争的**软件或使用权限**。

- 如果由于天灾、战争、紧急状况、员工罢工、恐怖主义行为、重大的网络瘫痪、供应的无法取得或其它我们正常能力无法控制的理由或状况,使得我们无法履行我们的义务时,我们将可以免除**协议书**所赋予我们的履行义务。

- 根据**协议书**,如果您希望告知我们任何有关法律的通知,您有义务要把它写下来并且用挂号邮件把这书面通知寄给我们,并且附回邮和回函要求,或用国际认可有提供书面传送证明的隔夜快递公司,把这通知寄到:

RegNow, Inc.

Attn: General Counsel

9625 76th Street, Suite 150

Eden Prairie, MN 55344

- 根据**协议书**,如果我们希望告知您我们任何有关法律的通知,我们有义务选择用**发行人登记**网页上显示的您的任何一个地址来告知您,包括用一般邮寄,或电子邮件或在 RegNow 用户接口上的邮站。

- 我们保留修订(更改)这合约或合约任何部分的权利。如果有修订(更改)时,我们将会用上述方式来告知您。如果您不同意我们的修订(更改),您可以用**协议书**提到的选择权来终止您的合约。如果在我们告知您修订(更改)的 30 天内,您没有终止您的**协议书**,我们将认为您已接受这修订(更改)会在第 30 天成为您我之间的新**协议书**,而先前的**协议书**版本就会被视为无效。除非用书面方式,否则对**协议书**中任何条款的弃权或违背将不具法律效益。不论是您或我们对**协议书**中任何条款的弃权或违背,将无法产生或用来构成一个继续存在的条款弃权或条款违背。

- State of Minnesota 的法令将适用于并且可解释此**协议书**。**协议书**的关系人明确声明放弃使用**联合国大会**制定的**国际货物销售法**。

- 如果因**协议书**而产生任何纠纷或冲突, 在诉诸于法律诉讼前, 您我应该先以合理方式来解决这冲突, 包括有能力解决冲突的经理人员之间的协商。然而, 万一您我双方有一方将**协议书**的纠纷或冲突诉诸于法律诉讼, 您必须明确同意此法律诉讼只能在位于 Hennepin County, Minnesota USA 我们的州立法庭或联邦法庭进行, 并且明确同意任何我们这样的法庭对您个人有司法裁判权。您要放弃以缺乏个人司法裁判权或非召集法庭来申辩。过程会依适用法令所许可的或法院裁定的方式传达给我们双方。但如果您所提供的邮寄地址不足, 您同意我们可以透过电子邮件把过程传达给您。
- **协议书**所陈述的您我双方对于在此提到的主题的全部认知、和任何先前的认知、或没有明确包含在**协议书**里的认知, 在**协议书**生效之后将都没有影响力。
- 不论从任方面来看, **协议书**中的条款都不应该被视为可以产生合伙关系、共同投资事业或其它存在您我之间的联合事业的关系。您我双方都不必为对方片面所定的任何协议, 代表或保证履行义务。由于直接或间接因对方生意行为所产生的, 或因对方的疏忽、蓄意行为或不足行为能力所产生的个人或团体损伤, 您我双方也不必为这些个人伤害或财产损失履行义务。依据**协议书**, 没有第三者可以透过您而成为受益人。
- 若**协议书**的任何部分被认为不正确、不正当, 无论如何这一部分都不会影响**协议书**其它部分的正确、正当性。
- 根据**协议书**条款的规定, **协议书**终止之后必须要完成的工作, 或规定适用的**协议书**终止之后发生的事件, 都要在**协议书**终止之后继续存在。
- 协议书中的题目和标题是为了提升对**协议书**条文的了解。然而, **协议书**中各个章节和段落的题目和标题, 纯粹是为了参考引用之便, 完全没有任何其它目的。它们全然没有解释, 修订任何**协议书**规定, 或赋予任何**协议书**规定任何建构责任或意义的用途。

第 2.1 版

修订于 2005 年九月一日

翻译于 2005 年十一月十五日

(本中文翻译版本仅供参考, 如有疑问, 以英文原版为准)

PUBLISHER AGREEMENT

Before you can be a Publisher that uses the reseller services of our Site, you must agree to terms and conditions in this document (the Agreement). If you press the Sign Up Now button on the RegNow Account Activation page on our Site, you will form a contract between you and us as of the date you press the button. So, it is important for you to carefully review this Agreement prior to agreeing to it. If you do not wish to enter into this Agreement, then you should not press the Sign Up Now button. But, if you do not press the Sign Up now button, you will not be able to sell your Product on our Site.

WHAT DO CERTAIN WORDS MEAN?

A few terms in this Agreement have special definitions.

- "We" or "us" means our company, RegNow, Inc., a Minnesota company.
- "Our" or "ours" means things that we own.
- "You" or the "Publisher" means you, which is the person or business that is shown as the Publisher and/or "Company" on the RegNow Account Activation page you filled out prior to getting this Agreement.
- "Your" or "yours" means things that you own, both tangible and intangible (such as intellectual property).
- "License Right" is a right to install, use and/or enhance the capabilities of a Software program.
- "Services" are additional optional value added reseller services that you may obtain from us, in some instances for an additional price, which may include:
 - Delivery of pre-determined license keys or tokens to End Users
 - Creation of license keys or tokens using criteria and algorithms you have specified to us
 - Distribution of copies of your Software to End Users
 - Advertisements or other promotions through our Site or other means concerning your Software
 - Access to our Affiliate program, which will allow other persons to promote your
 - Software or solicit sales of License Rights via our Site

- "Software" is the software program and attached data that is associated with any particular product. You will identify one or more items of Software for each set of License Rights that you sell to us.
- "Site" means our Web site, found at www.regnow.com, which will act as a retail merchant to sell your License Rights, and which may be used to fulfill some or all of the additional Services you purchase.
- "End Users" means the persons or businesses that may choose to purchase License Rights through our Site for use rather than for resale.
- "Suggested Retail Price" means the price that you input into the RegNow system as the recommended selling price of the product. While Publisher may load retail prices for the Products, RegNow is solely responsible for resale prices in accordance with applicable law.
- "Total Sales Price" means the price paid by an End User (less any discounts or coupons applied to the purchase) for a completed purchase, including any applicable taxes or shipping, but excluding any CD-ROM fee or Download Insurance fee charged to the End User as part of the purchase.
- "Discount" means a portion of the Total Sales Price of each Product that RegNow may deduct from the Suggested Retail Price it must pay to you for each product sold by RegNow in a given transaction with an End User.
- "Site Certification" is defined as a classification for a RegNow vendor's website which does not contain links, redirects or direct traffic of any means to a non-DR Affiliate Network supported ecommerce system.

WHAT DOES THIS AGREEMENT COVER?

- As End Users are directed to our Site, we will provide a Web-based payment system to allow the End User to purchase a License Right for your Software. You agree to sell to us the License Rights at the time that the End User makes the purchase from us for the price set forth under "How We Handle the Money." If necessary in order for us to fulfill the End User's purchase, you will cooperate with our requests in delivering or providing the License Right to the End User (in whatever form you have chosen to use for your Software).
- After you enter into this Agreement, you will be able to indicate which of our additional Services you want to obtain through your online account interface. We may amend or change the Services we provide, at any time upon notice to you, and those changes will be effective for any transactions that take place after the date of the change.

- Please note that we do not provide software help-desk or other forms of technical support concerning your Software. Our support is limited to assistance with the use of our Site and its shopping cart to make purchases, as well as concerning any deliveries of Software files, license keys or tokens if you have purchased those Services from us.

WHAT RIGHTS DO YOU GRANT TO US?

- You give us the right to sell License Rights as described in this Agreement. Also, if you purchase any additional Services from us, you also permit us to copy, store and distribute to others, as appropriate for the particular set of Services you purchase, any or all of your: Software license keys or tokens, copies of your Software in authenticated or un-authenticated form and in electronic form for download distribution and/or in physical form (such as CD-Rom) for physical distribution.
- Other than the rights described above, as we need them to fulfill the purposes of this Agreement, you do not grant us any rights in the intellectual property of your Software, your name or your trademarks.
- Any end user license agreement ("EULA") you make with an End User is strictly an agreement between you and the End User, and we are not a party to that EULA.

HOW DO WE HANDLE THE MONEY?

RegNow's Discount off Suggested Retail Price. When we sell your License Rights, we will be the retail merchant of record for the sale to the End User. For each sale of a License Right, we shall retain from the purchase price we pay to you for the products we have sold to the End User the greater of an amount equal to: (a) the Suggested Retail Price less the Discount of 6.9% of the Total Sales Price plus \$1 per unit of software in the End User's order, or (b) \$2.00 per customer order.

- All amounts which we owe you for the sale of a License Right shall be placed in an in-house account that we will maintain for you, and pay you from that account as described below.
- CD-ROM Option: You will be required to upload your product files and we will then create a custom CD-ROM for the product(s). Then, whenever a user purchases the software, the user will be given the option to also purchase it on CD-.ROM. We agree to pay you 20% of the selling price for every CD sold. RegNow shall set and maintain CD pricing. This option must be offered to End Users for all Software offered for sale via RegNow.
- Download Insurance Service: You will be required to offer Download Insurance Service to all End Users. RegNow shall set and maintain all Download Insurance Service pricing. We agree to pay you 20% of the selling price for each approved

order of our Download Insurance Service. This service provides storage of your file on our server for the customer to re-download their purchase for up to two years, by providing the customer a download link. This service is required on all products where we host files and pass them along to End Users after a sale.

- If you desire additional Services from us that require payment of additional fees, those fees will be described to you once you activate your account and logon in the online account interface. You will have an opportunity to accept those fees when choosing to use the Service. As we provide the Services to you, we will deduct the fees you owe from your account. In the event you cease offering one or more of the value added services required in this Agreement, you will be notified and your account suspended.

Taxes - In addition to charging the End Users your stated price, we will collect and remit to the proper authorities, where we are legally required to do so, any sales tax, value-added-tax (VAT), or similar tax or similar government fees that are based on the sale of your Products (collectively "Sales Taxes"). Any collected Sales Taxes will not be placed into your account but shall instead be paid by us to the appropriate government authority.

Affiliate Program- You may elect to participate in our Affiliate Program. In the Affiliate Program, other members of the RegNow community may elect to promote your Software by driving traffic to your web site, and we track the sources of traffic to your site. When an End User makes a purchase upon being driven to your site by an Affiliate, that Affiliate is eligible for an Affiliate Commission, which you agree we may deduct and pay from the sales price of the product. Any Affiliate commissions that result from a particular sale will also be deducted from your account and paid over to whichever Affiliate our systems indicates referred the sale to us. You may set the Affiliate commission on a per product, per account and on a per Affiliate basis. If you do not provide an Affiliate percentage, a default commission of 30% is set by our system.

All affiliates within the Affiliate Network shall remain our sole property, and shall not belong to you. In order to enter the network, each affiliate has entered into a contractual relationship with us. Any affiliate recruited by you into our Affiliate Network through your own efforts or through the use of the affiliate recruiting tool we provide to you, or through any other service or other resource we provide to you shall remain our sole property. You shall not bypass or circumvent the network with respect to any engagement with a Network Affiliate. The Affiliate Network may make available to you tools and resources for the explicit purpose of communicating with affiliates. You agree you shall not use these tools in a manner that may result in, among other things, avoiding your obligation to pay for services and/or fees associated with the Network, including avoiding paying any Affiliate Commissions, Discount or other cost of sale to us, or the recruitment of affiliates to another affiliate or affiliate-related network.

Refunds/Chargebacks- If we process any refunds to End Users who have purchased your Products from us, we will deduct the amount of the refund from your account. We

will process refund requests made to us and give you notice of such requests when received. However, if you respond within 2 business days from receiving our notice that you object to the refund or require additional information, we will work with you to determine whether the refund request is valid. If a credit card processor charges back to us an amount against a sale of your License Rights (which they may do for any reason allowable under the applicable credit card processor's merchant regulations including fraud, consumer complaint or government order), we may choose to make the refund and deduct the amount of the chargeback from your account. When there is any refund or chargeback of a transaction we have already processed, we will keep our original retail margin.. In the event of return or chargeback, all associated affiliate fees will be retained by us and returned to you. However, we will be responsible for fees payable to credit card processors, including any merchant fees or credit card transaction fees. We will also be responsible for any chargeback fees charged by the credit card processors unless the chargeback arose out of your own fraudulent acts or omissions.

Payment Method/Frequency - At the end of each pay cycle, we will send you a payment in the form you select in your account settings for the payable amount in your account. However, our obligation to pay you out of your account is subject to the following:

- Standard pay cycles are on a monthly basis unless otherwise specified and unless you are due less than the monthly minimums.
- All payments will be made via ACH direct deposit unless otherwise specified. Due to availability, non-US clients may not be eligible for ACH direct deposits. In this case, checks shall be used as the default method of payment at no additional fee.
- Alternate payment options are available. Direct Wires may be processed at your request for a fee of \$10 per wire. Corporate checks/bank drafts are also available for a fee of \$10 per draft. The DR VISA Electron card is available also as a payment option. Please see specific terms and conditions at www.regnow.com if you would like to activate this payment option.
- We may determine to holdback some or all of the money that is in your account if we believe that it might be necessary to cover future refunds, charges against your account, or other liabilities you may owe to us. We may also holdback some or all of the money if we believe that the funds represent fraudulent transactions or involve other kinds of illegal activities. We will only holdback those amounts which are reasonable under the circumstances. Our statements or other communication from us will note how much we are holding back. We will keep any held-back amounts only for a reasonable time as determined in our sole discretion, and will promptly pay over to you any remaining held back amounts after that reasonable time has passed. Regardless of any holdback we may choose to keep, you agree to pay us, upon demand, for any shortfall owed to us due to refunds, chargebacks, commissions or fees for Services rendered if they are unpaid for more than 90 days. If we actually keep (or setoff) against your account with us any of the funds we have held back, we

will do so in a manner that we believe fairly reflects your liability owed to us, and we will note the setoff and an explanation of the setoff on your next statement that we issue to you.

- If the total amount we owe to you at the end of a monthly pay cycle will be less than \$25 we will withhold payment until a later pay cycle when the total amount owed is greater than the above amounts.
- Your first payment will not be due to you any earlier than the pay cycle that follows the 60th day after the date of the first sale in your account. All subsequent payments shall be on the pay schedule you select.
- Any and all fees, payments, compensation, consideration, and other money amounts shall be expressed and payable in United States Dollars unless otherwise requested by you and approved by us. Amounts in your account with us will not accrue interest while in our possession.
- We may amend our Fee Schedule, or any non-scheduled fees, at any time, but we will give you at least 30 days notice prior to the amendment about any fees change.

WHAT DO YOU PROMISE TO US?

You make the following promises, representations and warranties to us, and we provide our value added reseller services to you in reliance on the same:

- You have the right to sell the License Rights to us for purposes of resale through our Site. If you have us distribute your Software or associated files, license keys or tokens, you have the right to permit us to do those Services for you. You warrant that our sale, copying, storage and distribution of the License Rights or the Software will not infringe, violate or misuse anybody else's intellectual property rights. You warrant that the above warranties and promises are valid for sale and distribution to End Users throughout the world.
- Any descriptions you provide for your Software that will be displayed on our Site are accurate, and will not be in violation of any applicable laws or regulations concerning advertising claims or other forms of consumer protection laws.
- In consideration of using our Affiliate Network and gaining access to its affiliates, services and resources, you agree you will not display links, redirects, or direct traffic of any means to a non-DR Affiliate Network supported ecommerce system. (This is necessary to ensure that all traffic and subsequent sales generated by affiliates are properly identified and the referring affiliate is paid its appropriate affiliate commission.) You must apply for Site Certification after your product(s) have been activated on RegNow. If you have not submitted for Site Certification, satisfied the requirements for Site Certification and been approved for Site Certification within 5 days of your first order on this contract, we reserve the right to retain an amount equal

to 15% of the Affiliate commission for your affiliate referred orders and may remove your products from the Affiliate Network. This pricing will be applied to all affiliate referred orders processed through your account until such time as you meet the Site Certification requirements.

- You have the right to enter into this Agreement, and that you are of legal age and otherwise competent to be contractually bound to this Agreement. Also, if you are a corporation or other form of business entity, the person who has pressed the Sign Up Now button is authorized to bind you to this Agreement, or by accepting our Services you ratify that person's binding of you to this Agreement. If that person is not so authorized that person agrees that he or she is also personally responsible for whatever is done on your account under this Agreement.
- Your Software, including all content within it, is not libelous, does not slander others, does not contain obscene or pornographic material, is not illegal to use, nor does it contain devices which are intended to be used to perform illegal activities (such as, but not limited to, tools, devices or software used to defeat data encryption devices), nor is it designed as a tool for processing e-mail for mass mailing ("spamming" tools or the like). Our distribution of your License Rights and/or the Software will not violate any laws concerning export over national borders, including laws involving encryption technology. You agree that we may, in our sole discretion, decline to carry (or to continue to carry) any of your Products at any time, with or without reason.
- All of the information you entered on the Publisher Registration page is correct as of the time you entered it. You also promise that you will update any of that information when it has changed by updating your online account interface. You can access your Publisher Registration information on your Publisher Account page.
- Anyplace you promote the sale of the License Rights where you provide End Users with a hyperlink or other means to reach our Site (whether on a Web site, e-mail, on paper or any other means); you will not display any inaccurate or misleading information concerning your identity or location.
- If you ever have reason to believe there is any reason these promises are not true, now or in the future, you promise to promptly tell us.

WHAT RIGHTS DO WE HAVE AND KEEP?

- Although we will generally try to give you advance notice, you acknowledge that we can, at any time without advance notice and for any reason, determine that we do not wish to distribute any or all of your License Rights or your Software.
- We are not obligated to pay you any amounts in your account that are connected with any activities that are deemed to be fraudulent or criminal. The existence or possibility of fraud or criminal activity will be determined by us in our reasonable discretion, and we may make any inquiries and investigations we deem appropriate.

- Our Site has a Privacy Policy posted at <http://www.regnow.com/privacy.html>, and that policy describes how we may store, use and disclose personal information about you and your End Users. You agree to the terms of that Privacy Policy as it is now issued and as it may be amended in the future by us. You agree that you will not do anything to interfere with our Privacy Policy and how it impacts your End Users, and agree that we have sole control of the terms and enforcement of our Privacy Policy.
- Our Privacy Policy, DMCA Notice, Terms and Conditions of Sale and other relevant legal disclaimers shall be permanently displayed in the shopping cart and other checkout pages.
- We are permitted to display in any post-purchase pages (including any thank you page, confirmation page, confirmation e-mail, and any pages following the actual submission for order processing) information of our choosing, including in our sole discretion cross-sells, up-sells and other marketing. To the extent we sell additional products to End Users as a result of our activity in this regard, we will pay to you the applicable affiliate commission the Publisher of the product listed in the RegNow system.
- If we determine that the sale of your Product into any particular place will put us in violation of local tax laws, and if resolving that problem will cost us an unreasonable amount of time, effort or money, we may choose to refuse to make sales to End Users in those locations.
- Our trademarks, service marks and business names (our "Trademarks") are owned or licensed solely and exclusively by us. All of your use of our Trademarks shall inure to our benefit. You agree, upon our demand, to promptly stop or alter any of your uses of our Trademarks which we deem to be improper or which may have the potential to put our Trademark rights at risk.

WHAT DO YOU NEED TO DO ABOUT SPAM AND ADVERTISING?

You may not use commercial e-mail (solicited or unsolicited) to market your Software, or that identifies us or our Web site, where the e-mail violates any applicable laws or regulations regarding the use of commercial e-mail. You must comply with any legal obligations to provide proper labeling and content within your marketing e-mails, and to provide opt-in or opt-out capabilities to recipients and comply with any such requests. Any advertising or other marketing materials that mention our company or our Web site, or which contain hyperlinks to our Web site, must be in compliance with all laws concerning advertising and marketing for the territories you deliver those materials to. You are responsible for compliance with all of the above, whether you provide the e-mails or advertisements on your own or use the services of a third party. If we are charged any fines, penalties or incur any costs, including attorney fees, because of your

non-compliance with the above, you agree to reimburse us any of those amounts upon our demand.

Because we are the seller of your product(s) to the End User, we are the party with whom the End User is transacting business. As such, the End User is giving his/her/its personally identifiable information to us. To the extent permitted under applicable laws and not otherwise prohibited by an End User's request to us, all End User information resulting from a transaction will be shared by us with you and ?C where applicable the affiliate who drove the End User to your site. You agree you will only use End User information in compliance with our publicly displayed privacy policy, your publicly displayed privacy policy, and all applicable laws and regulations, including by way of example but not limitation, CAN-Spam Act of 2003 15 U.S.C. 701-7713 (2003).

WHAT WARRANTIES DO WE DISCLAIM?

We provide our reseller services to you on an AS IS basis and make no promises as to the percentage up-time or that our site will operate without error. WE MAKE NO WARRANTIES CONCERNING THE QUALITY OF OUR RESELLER SERVICES ON THE SITE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Except for any obligations we have to pay you the amounts in your account that are owed to you, you agree that your sole remedy for any breach of this Agreement by us is for you to terminate this Agreement.

HOW IS OUR LIABILITY LIMITED?

UNDER NO CIRCUMSTANCES SHALL OUR TOTAL LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF OUR RELATIONSHIP WITH YOU UNDER THIS AGREEMENT, REGARDLESS OF HOW THE LIABILITY ARISES, EXCEED THE NET AMOUNT REALIZED BY US UNDER THIS AGREEMENT. WE ALSO SHALL NOT HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY DAMAGES RELATING TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

HOW LONG DOES THIS AGREEMENT LAST?

- This Agreement starts on the date you press the Sign Up Now button, and will last until the day either of us gives at least 30 days prior notice to the other that the Agreement should terminate. In the event you are in material breach of this Agreement, we have no obligation to give you prior notice of the termination. Except for the 30 day prior notice to terminate, neither you nor we are obligated to continue under this Agreement for any period of time, and you should not rely upon whether or not we will continue to distribute your Product for any period of time.

- Once this Agreement has been terminated without any renewals or amendments per the amendment terms below:
 - You will immediately remove any reference to our name or any hyperlinks to our Site that deal with the sale of your License Rights or the distribution of your Software.
 - We will promptly halt any sale of your License Rights. We will promptly give notice to all Affiliates that we know are promoting the sale of your License Rights to discontinue linking to our Site for that purpose, but we are not responsible for whether or not the Affiliate complies with that notice.
 - We will continue to make payments to you out of your account, on the regular pay cycle dates, until the time that your account has reached a zero balance. Our holdback rights, as described above, survive past the termination date of the Agreement. Your obligation to pay us for any shortfall in your account survives the termination of the Agreement.
 - We may hold-back funds and charge against those funds any amounts which we are entitled to charge under this Agreement.
 - You will continue to be responsible for any liability that might arise out of fraudulent transactions, any infringement of intellectual property rights, and any other violation of law that may have occurred as a result of your Product being distributed via our Site. We are entitled to set off against any funds we may be holding any amount needed to reimburse us for our costs or expenses of defending against any claims against us related to your breach of any promise to us in this Agreement, including an amount to pay any attorneys' fees we incur associated with any such claims.

ANYTHING ELSE WE AGREE UPON?

- You may not assign this Agreement, or any of your rights under this Agreement. Any attempt to assign in violation of the preceding shall, at our option, render this Agreement null and void. However, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- Neither you nor we are obligated to deal exclusively with the other, and you may use other means or companies to distribute your License Keys and/or Software, and we may distribute Software and/or License Rights provided by others that may be similar to or competitive with your Software
- We are relieved of any obligation to perform under this Agreement if we are unable to perform as a result of natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or other reasons or conditions beyond our reasonable control.

- If you are obligated under this Agreement to tell us something or you wish to give us legal notice of any kind, you must do so in writing and deliver it by certified mail, postage pre-paid and return receipt requested OR by nationally recognized overnight courier which provides a written proof of delivery, to the following address:

RegNow, Inc.
Attn: General Counsel
9625 76th Street, Suite 150
Eden Prairie, MN 55344

- If we are obligated under this Agreement to tell you something or we wish to give you legal notice of any kind, we may choose to do so by use of any of the addresses shown on your Publisher Registration page, including postal mail or e-mail or posts within the RegNow user interface.
- We reserve the right to amend/modify this contract or any portion of this contract. In the event of an amendment or modification, you will be notified as indicated above. If you are opposed to the amendment/modification, you will have the option of terminating your contract as outlined in the Agreement. If you do not terminate the agreement within 30 days after we send notice of the amendments/modifications to you, you will be deemed to have accepted the new amended/modified version as the new agreement between us effective as of that 30th day, and the prior version will be considered as having terminated. The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision.
- This Agreement shall be governed by and interpreted under the laws of the State of Minnesota. The parties specifically disclaim application of the United Nations Convention on the International Sale of Goods.
- If there are any disputes or conflicts related to or arising out of this Agreement, you and we shall use reasonable means to resolve the conflict prior to starting any lawsuits or other litigation, including negotiation between management personnel capable of resolving the conflicts. However, in the event either you or we should start any litigation arising out of this Agreement, you expressly agree that the litigation will take place exclusively in the state or federal courts located in Hennepin County, Minnesota, USA, and you expressly agree that any such court has personal jurisdiction over you. You waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule, but if you have provided an inadequate street address, you agree we may serve you by e-mail.

- This Agreement sets forth the entire understanding between you and us concerning the subject matter hereof, and any prior understandings, or understandings that are not expressly contained in this Agreement, shall have no effect as of the date this Agreement is effective.
- The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between you and us. Neither you nor we shall be obligated by any agreement, representation or warranty made by the other, nor shall you or we be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the conduct of the other party's business or caused by the other party's negligence, willful act, or failure to act. There are no third-party beneficiaries through you under this Agreement.
- In the event any portion of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.
- This Agreement is written with titles and headings intended to provide a greater understanding of the terms of the Agreement. However, the titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or impose any construction or meaning on any of the provisions of this Agreement.

Version 2.1

Last Update Sept 1, 2005