SourceTec Reseller Agreement

You agree to enter into the following agreement with SourceTec Software Co., Ltd. if you check the I HAVE READ THE SOTHINK RESELLER AGREEMENT AND I ACCEPT THE TERMS box. If you do not agree with all the terms and conditions of this agreement or if you do not agree to be bound by all the terms and conditions of this agreement, please do not check the box, and you will not have the right or authorization to resell Sothink software. Your continued participation in the SourceTed Reseller Program constitutes Your continuing acceptance of the terms of this Agreement.

This Reseller Agreement ("Agreement") is entered into as of the date of submission, hereinafter "Effective Date", by and between applicant party (both the individual reselling the Product Unites and, if applicable, the company on behalf of which you are entering into this Agreement) ("Reseller") and SourceTec Software Co., Ltd., ("SourecTec"), with its principal office located at 502, 5th Bld., Int'l Enterprise Center II, Guanshan 2nd Rd., WH, 430074, CN.

Whereas SourceTec is the developer of, and owns all rights to the products, described in appendix 1, attached to this Agreement and forming an integral part hereof, hereinafter the "Products";
Whereas SourceTec desires to appoint a reseller to market, promote and sub-license the Products in the region that appears on the applicant party application form as Sales Region, hereinafter the "Territory";
Now therefore SourceTec grants to Reseller the non-exclusive right to market and sell the Products, including all accessories and manuals thereto, under the terms and conditions specified hereunder:

Legal Relationship
1. It is hereby declared that Reseller shall buy the Products as an independent contractor and shall sell the same on its
own account and at its own risk. Reseller is not an agent of SourceTec and may not, in any respect, represent SourceTec or otherwise enter into any agreement or commitment on its behalf.
Reseller's Activities
2. Reseller shall promote the Products and shall not act in a way which may prevent the sale of the Products.
3. Reseller may appoint third parties as intermediaries, agents or sub-resellers of the Products, provided that any such
appointment must be notified in writing to SourceTec 30 days in advance. The Reseller shall be vicariously liable for the acts of third parties appointed by it under this clause and shall be obliged to cause the same third parties to abide by the provisions of this Agreement. In no case, shall SourceTec be held responsible for the actions of the Reseller or any third party appointed by it.
4. Reseller shall be bound to provide first online support to end customers and users of the Products, hereinafter the "End Users".
5. Reseller shall be bound to independently ensure that the Products conform with all the laws in force in the Territory, including but not limited to labelling requirements and safety regulations.

Prices
6. Reseller prices may be amended from time to time by SourceTec by giving thirty (30) days prior

written notice to Reseller.

7. Reseller shall ensure that retail prices of Sothink products in the Territory are no lower than SourceTec's official prices list on the website http://www.sothink.com/purchase/shoppingcart/index.php . No price-off promotion without SourceTec's written consent is permitted.

Reseller Benefits

8. Resellers will be eligible to receive an array of benefits that SourceTec may offer, hereinafter "Benefits" from time to time during the term of this Agreement. A description of the Benefits is posted on SourceTec's website. SourceTec may, at any time in its sole discretion, amend or cancel any Benefits.

Warranty Disclaimer

9. ALL BENEFITS ARE PROVIDED TO THE RESELLER "AS IS". SOURCETEC MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY BENEFITS, SOTHINK PRODUCTS, OR SUPPORT PLANS, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Advertising and Merchandising

10. SourceTec may, at any time, request Reseller to send to it, within thirty (30) days from such request, for its prior written approval, the advertising and sales promotion programme and material developed by Reseller in relation to the Products.

Intellectual Property Rights

11. This Agreement shall not confer on Reseller any patent rights and other intellectual property rights, which rights shall remain vested in SourceTec. SourceTec is however, hereby granting to the Reseller, who accepts a **limited license** to market and distribute the Products. Reseller may **not** use the Products for its own business and/ or modify, translate, disassemble, decompile, reverse engineer, create derivative works of the Products or by any means attempt to discover and obtain the source code for the Products.

12. Reseller has no right to and shall not remove or change any trade mark, trade name, sign or other mark on any Product or its packing or make any alterations in the construction or design in the Products or any of them.

13. Reseller shall immediately inform SourceTec of any infringement or suspected infringement of SourceTec's patents or other intellectual property rights and/or the End User Agreement supplied together with the Product. In the event that SourceTec decides, at its own discretion, to defend such right, the Reseller shall be obliged to assist SourceTec in such an action, provided that any costs shall be borne by SourceTec.

Limitation of Liability

14. IN NO EVENT WILL SOURCETEC BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT, THE BENEFITS, SOTHINK PRODUCTS, OR SUPPORT PLANS, EVEN IF SOURCETEC KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, SUCH DAMAGES.

SOURCETEC'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE BENEFITS, SOTHINK PRODUCTS, OR SUPPORT PLANS, WHETHER SUCH DAMAGES ARE BASED ON TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED ONE HUNDRED DOLLARS ($100). THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE RESELLER SHOULD IN NO WAY ALTER OR MODIFY THE WARRANTY DISCLAIMER AND LIABILITY LIMITATIONS CLAUSES IN THE END USER AGREEMENT.

Guarantee

15. SourceTec shall honour the warranties specified in the End User Agreement supplied with the Product/s. Any other
warranties in relation to the Products, including those implied by law, are hereby excluded.

Code Generation

16. SourceTec will provide Reseller with access to generate the Product registration code (Code) instantly online.

Payment

17. SourceTec shall issue invoice to reseller whenever its sales amount up to five hundred US Dollars (USD500), and reseller shall pay within 15 working days after receipt of the invoice. SourceTec shall issue invoice to reseller according to its sales on the record in Sothink Reseller Control Panel, whether they amount up to five hundred US Dollars or not on 1st December, and reseller shall pay within 15 working days after receipt of the invoice.

Confidentiality

18. The parties undertake not to disclose to third parties any information obtained by them in pursuance of this Agreement, including the access information to generate Product Code, unless such party is obliged to do so by law or a competent authority or by the stock exchange rules or such disclosure is necessary so that that party can perform its obligations under this Agreement. Failure by any of the parties to respect this clause shall render it liable to minimum pre-liquidated damages of one thousand US dollars to the other party.

Assignment

19. No assignment by Reseller of this Agreement is permitted. Any lost caused by the failure of Reseller to respect this clause shall be burdened by Reseller.

Term and Termination

20. This Agreement shall remain in force for a period of one year, starting on the Effective Date, and shall be
automatically renewed for further periods of twelve (12) months each unless either party gives to the other one month's prior written notice that it does not intend to renew the same.
21. Either party may terminate this Agreement by giving to the other party thirty (30) days' written notice of its intention to terminate, without prejudice to the rights of any of the parties to any outstanding fees or monies due under this Agreement.

Entire Agreement and Amendment

22. This Agreement constitutes the entire understanding between the parties in relation to the Products and may only be amended by an instrument in writing duly entered into by both parties.

Notices

23. Any notices or other communication between the parties with respect to this Agreement shall only be considered to
have been validly made when they are written in English and shall be considered to have been received by the other
party when;

- Delivered by an e-mail, on the day that the sender receives a faxed copy signed by the receiver;
- Delivered by fax;
- Delivered by hand;
- Delivered by registered mail.

Enforceability

24. If any provision of this Agreement is found unenforceable, such provision shall be changed and interpreted in a way to accomplish the objectives of such provision to the greatest extent possible and the remaining provisions shall continue to be in force and have full effect.

Indemnification

25. Reseller shall defend, indemnify and hold SourceTec harmless from any or all claims, losses, damages, debts,
settlements, costs, expenses and liabilities arising from the marketing and/or the distribution of the Products.

Governing law and disputes

26. This Agreement shall be governed by and construed in accordance with laws of China. Any disputes arising in relation to this Agreement shall be settled by arbitration in accordance with the rules of the Wuhan Arbitration Commission.

Appendix 1

1. The "Products" are :

1.1 Sothink SWF Quicker

1.2 Sothink SWF Decompiler for Windows

1.3 Sothink SWF Decompiler for MAC

1.4 Sothink SWF Easy (original name: Glanda)

1.5 Sothink Video Encoder for Adobe Flash

1.6 Sothink JavaScript Web Scrollre

1.7 Sothink Tree Menu

1.8 Sothink DHTML Menu

1.9 Sothink SWF to Video Converter

1.10 Sothink Photo Album Maker