**FIVE STAR ACCELERATOR RESELLER AGREEMENT**

This Reseller Agreement ("**Agreement**") is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date & Time

Web Local SEO | Five Star Accelerator Software Company

**Address:** 1031 Morse Blvd, Winter Park, Florida 32789

(hereinafter referred to as "**Five Star Accelerator**")

And

* Prospective Reseller Name:
* Prospective Reseller Address:

(Hereinafter referred to as the "**Reseller**")

**Background:**

Five Star Accelerator, a software company, specializes in developing and offering innovative software solutions. Among its range of services is a reseller online license business in a box, providing entrepreneurs and business seekers with the opportunity to market and sell software solutions.

The Reseller, an entity or individual interested in venturing into the software distribution business, seeks to procure a reseller license from Five Star Accelerator. By obtaining this license, the Reseller aims to engage in the promotion and sale of the software solutions developed and provided by Five Star Accelerator.

1. **License Grant:**

In consideration of the Reseller's desire to market and sell its software solutions, Five Star Accelerator grants the Reseller a non-exclusive, non-transferable license. This license empowers the Reseller to undertake activities including but not limited to, marketing, promoting, and selling the software solutions as a reseller. The Reseller is entrusted with the responsibility to exert its utmost efforts in promoting and selling the software solutions developed and provided by Five Star Accelerator.

This License Grant is governed by the terms and conditions outlined in this Agreement, signifying the mutual understanding and commitment between Five Star Accelerator and the Reseller in their collaborative efforts towards the distribution and promotion of the software solutions.

By accepting this License Grant, the Reseller acknowledges and agrees to abide by the terms and conditions set forth herein, thereby establishing a cooperative relationship aimed at mutually beneficial outcomes for both parties involved.

1. **Term and Termination:**

**Term**:

This Agreement shall commence on the effective date, as mutually agreed upon by both parties, and shall remain in force for a period of **1 year,** with automatic renewal for successive terms of the same duration, unless terminated earlier in accordance with the provisions of this Agreement.

**Termination:**

Either party reserves the right to terminate this Agreement upon providing **30** days' prior written notice to the other party. Additionally, in the event of a material breach of any term or condition of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement by providing written notice to the breaching party. The breaching party shall be given a period of 30 days from the date of receipt of the notice to remedy the breach. Failure to cure the breach within the specified cure period shall entitle the non-breaching party to terminate this Agreement immediately upon written notice to the breaching party.

1. **Financial Provisions:**

The Reseller shall remit payments to Five Star Accelerator in accordance with the following financial provisions:

**Yearly License Fee:** The Reseller shall pay Web Local SEO |Five Star Accelerator an annual license fee **$997.00** USD for the granted license. This fee covers the right to utilize the software solutions provided by Five Star Accelerator for an unlimited number of users.

**Monthly Fee:** In addition to the annual license fee, the Reseller shall pay Five Star Accelerator a monthly fee of **$97.00** USD. This monthly fee encompasses the provision of unlimited hosting services and unlimited technical support via email for all clients of the Reseller.

**Payment Terms:** The Reseller must make advance payments for the license fee and monthly fee. Payments should be made via Visa, Mastercard, American Express, PayPal, Stripe, or bank transfer to the provided account.

The Reseller hereby authorizes Five Star Accelerator Software to charge their credit card in the amount of **$997.00** for the annual license fee. Additionally, the Reseller agrees that every 30 days, a recurring charge of **$97.00** will be billed to the same credit card for the monthly fees covering unlimited hosting and unlimited tech support via email for reseller and all reseller sub accounts.

Failure to make monthly payments may result in service suspension or termination. The Reseller acknowledges that their personal app and video sales page will take approximately 15 business days to be built out on their designated domain.

The Reseller agrees to adhere to the specified payment terms to ensure the timely and uninterrupted provision of software services by Five Star Accelerator

1. **Client Plans and Reseller Compensation for Reputation Management Ai Software**
* The Reseller is Entitled to Unlimited Reputation Management Ai Sub Accounts

and can offer the recommended following plans to their clients:

The reseller will be entitled to 100% of the plan that is sold to their client.

* Plan 1: $ 997.00 for 1-Year Agreement
* Plan 2: $ 1797.00 for 2-Year Agreement
* Plan 3: $ 2797.00 for 3-year Agreement
* Plan 4: $ 149.00 Month-to-Month Agreement
1. **Services Included:**

All reseller client plans shall include the following services:

* Unlimited QR codes
* Automations with Zapier
* 5K emails per month per client
* Unlimited WhatsApp messages
* Access to 40+ reviews platforms
* 1K SMS messages per month per client
* Unlimited website widgets for all clients
* Unlimited analytics for all clients Reports.
* Unlimited Replies Via Ai (Artificial Intelligence)
* Unlimited Social Media Sharing on Facebook and Instagram
* 1 Customer Video Sales Website Page That Does The Selling And Telling For You.
* Custom Company App with the domain of the Reseller's choosing, with the logo provided by Reseller.
* Custom app built for the Reseller's business with their business URL brand.

**(Domain example: reviews.weblocalseo.agency**

1. **Warranty and Liability:**

Five Star Accelerator assures that the software solutions provided will operate substantially as outlined in the documentation. This warranty extends for 90 Days from the date of delivery or installation.

If the software fails to meet this warranty, Five Star Accelerator will, at its discretion, either correct errors or defects reported by the Reseller or provide a refund of fees paid for the affected software.

Five Star Accelerator's liability under this warranty is limited to the total fees paid by the Reseller for the software solutions during the warranty period. This warranty does not cover issues arising from unauthorized modifications, failure to follow usage instructions, or force majeure events.

The Reseller acknowledges that this warranty supersedes all other warranties and remedies, whether express or implied, provided by Five Star Accelerator.

1. **Cancellation for Cause:**

Either party may cancel this Agreement immediately upon written notice to the other party if the other party commits a material breach of this Agreement that is incapable of cure or fails to cure such breach within **30** cure days of receiving written notice thereof.

1. **Confidentiality:**

During the term of this Agreement and for a period of **1 Year** thereafter, both parties commit to upholding the confidentiality of all proprietary and confidential information shared by the other party. This encompasses trade secrets, business plans, financial data, intellectual property, customer information, and any other sensitive data marked or reasonably understood as confidential. Each party agrees to exercise the same level of care in protecting the other party's confidential information as they would with their own.

Disclosure of confidential information to any third party requires prior written consent from the disclosing party. This obligation to maintain confidentiality remains in effect even after the termination or expiration of this Agreement.

1. **Independent Contractor Relationship:**

The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

1. **Intellectual Property Rights:**

Five Star Accelerator retains all rights, title, and interest in and to the software solutions provided hereunder, including all intellectual property rights therein.

1. **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

1. **Miscellaneous:**

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

**Amendment:**

This Agreement may be amended only by a written instrument signed by both parties.

**Waiver:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision hereof.

**Arbitration:**

Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the rules of [arbitration organization].

**Notice:**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt when delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Note**: The Reseller hereby authorizes Five Star Accelerator Software to charge their credit card **$997.00** annually plus **$97.00** monthly for unlimited hosting and tech support. The reseller acknowledges that there will be a ***15-day timeline*** for the creation of their personal branded app and video sales page on their domain.

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| **For Five Star Accelerator:****[Authorized Signer]****Designation**:**Date**:  | **For Reseller:****[Authorized Signer]****Designation**:**Date**:  |