



CONSULTANT RESELLER LICENSE AGREEMENT

License-ID: 202511ZLDSO4

This Consultant Reseller License Agreement ("Agreement") is made and entered into as of the Effective Date of purchase by and between:

Licensor: White Wave Media, LLC

Licensee: Bearer as original purchaser shall be defined as the person and email address used to purchase this application for resale.)

Licensed Product: Digital Scratch Off Web Application for B2B Consultant Use

1. GRANT OF LICENSE

1.1 Licensor grants Licensee a non-exclusive, non-transferable, revocable license to market, sell, and distribute the web page ("Licensed Product" or "LP") to businesses under the terms set forth in this Agreement.

1.2 Licensee may sell the Licensed Product only to business clients and may not sublicense, transfer, or assign the license to third parties or sell the LP online.

2. TERM AND TERMINATION

2.1 This Agreement shall commence on the Effective Date and continue until terminated by either party with thirty (30) days' written notice.

2.2 Licensor may terminate this Agreement immediately if Licensee breaches any terms of this Agreement.

2.3 Upon termination, Licensee shall cease all sales and distribution of the Licensed Product and remove any promotional materials referencing it.

3. PAYMENT & FEES

3.1 Licensee agrees to pay Licensor a one-time licensing fee for the right to sell the Licensed Product.

3.2 Payment shall be made in full before Licensee is granted rights to distribute the Licensed Product.



3.3 No additional payments, renewals, or recurring fees shall be required after the initial one-time licensing fee. In the event of a refund, this license is revoked.

4. USAGE & RESTRICTIONS

4.1 Licensee may modify the Licensed Product only to include client-specific branding and information.

4.2 Licensee may not claim ownership of the Licensed Product or create derivative works outside of the scope of this Agreement.

4.3 Licensee may not use or distribute the Licensed Product for illegal or unethical purposes.

5. SUPPORT & UPDATES

5.1 Licensors shall not provide custom development support for licensee, their clients, partners, or associates without compensation.

5.1 Licensee is responsible for first-line support to business clients.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Licensors retain full ownership of the Licensed Product, including all copyrights, trademarks, and proprietary rights.

6.2 This Agreement does not transfer any intellectual property rights to Licensee.

7. LIABILITY & INDEMNIFICATION

7.1 Licensors make no warranties, express or implied, regarding the Licensed Product, including but not limited to fitness for a particular purpose.

7.2 Licensee shall indemnify and hold harmless Licensors from any claims, damages, or liabilities arising from Licensee's use or distribution of the Licensed Product.

8. GENERAL TERMS

8.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral.

Purchase, use, and retention of this LP constitutes acceptance of this license and its terms. The parties have executed this Agreement as of the Effective Date of purchase.