

NovelRank Enterprise Edition—Agreement

This Agreement is made between **NovelRank, LLC**, the Creator, and _____, the Buyer. This Agreement covers the delivery and support of NovelRank Enterprise Edition, the Software, from the Creator to the Buyer.

1. Term

This Agreement will become effective on _____, **2013**.

2. Fees

The Buyer agrees to deliver a payment to the Creator of **\$799.00 USD** within 14 days of the Term. All sales are final. A cumulative fee of 1% will be assessed each day payment has not been received beyond the previously stated amount of time past Term. All payments to the Creator will be made through one of the following methods:

PayPal electronic payment to email address: **enterprise@novelrank.com**

Check via 1st class mail delivery to:

NovelRank, LLC
PO BOX 30
Broomfield, CO 80038

ACH/EFT Payment

Routing #: 063107513
Checking #: *Available Upon Request*

3. Criteria

The Software contains PHP, HTML, JavaScript, and CSS code and includes installation instructions for implementing the Software on the Buyer's hardware. The Creator shall not be responsible for maintaining the hardware. The Software shall provide, but is not limited to, the following features:

- Tracking Amazon Sales Rank data provided by the Product Advertising API regularly.
- Built-in algorithm for estimating unit sales from Amazon sales rank data.
- User interface for displaying tables and charts of sales estimates and sales rank data.
- Grouping of products for quick access and comparison.

4. **Support**

The Creator shall provide thirty (30) days of email support to the Buyer after the Term.

The Creator shall maintain, for a period of two (2) years, an online list of Amazon domains available for tracking, accessible for updates through the Software.

The Creator shall provide bug fixes and updates to the Software for a period of six (6) months after the Term. All support will be provided via email and will be completed within a reasonable timeframe from the initial request. Support is limited to defects caused by the Software or changes to the Amazon Product Advertising API which render the Software unusable.

5. **Ownership Rights and License**

The Software, as provided during Final Delivery, shall remain the sole property of the Creator. The Buyer is granted an indefinite single license to install, alter, improve, and operate the Software. The Buyer may not transfer the license nor replicate the Software for sale to a third party without the expressed permission of the Creator. This Agreement shall not govern transfer or resale of the license.

6. **Arbitration**

Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. In witness whereof the parties have signed this agreement.

Date: ____/____/____

Date: ____/____/____

Mario Lurig, NovelRank, LLC

_____, Buyer