This Software Distribution Agreement, ("Agreement"), contains the terms and conditions to apply to an individual's or an entity's participation in the Turnkey Web Tools Reseller Program (the "Program"). As used in this Agreement, "Developer" refers to Turnkey Web Tools Inc., "Distributor" refers to the applicant.

Developer has developed certain software it desires to distribute.

Distributor is in the business of marketing and distributing software products.

Developer and Distributor desire to arrange for Distributor to market Developer's software as set forth herein.

NOW, THEREFORE, it is agreed:

1. Distribution of Software.

A. Appointment. Subject to the terms of this Agreement, Developer appoints Distributor as a nonexclusive distributor for the following of Developer's software (the "Software"): SunShop, PHP Live Helper and any other new software developed by the developer. Distributor shall market licenses of the Software supplied by Developer to customers for use during the term of this Agreement. Distributor shall have no right to make copies of the Software. Distributor shall not distribute any copy of the Software without Developer's end-user software license agreement.

B. Orders for Copies of Software. Any and all orders by Distributor for copies of the Software shall be pursuant to the terms and conditions of this Agreement. Such terms and conditions shall supersede any additional or conflicting terms or conditions contained in any purchase order or other communication from Distributor. Each order shall be for a minimum of two (2) units in order to receive a discount.

2. Prices and Payment.

A. Prices. For each copy of the Software ordered by Distributor, Distributor shall pay to Developer the price set forth on the TWT web site at https://my.twt-inc.com/. Distributor shall pay the amount at the time of ordering.

B. Taxes. In no event shall Developer be responsible for taxes based on Distributor's income or for the privilege of doing business.

3. Advertising Restrictions.

A. Adverting. No distributor may advertise anywhere the developer advertises in regards to the developers software and this reseller program. The distributor may not advertise any message that is defamation to any other distributor or the developer.

4. Term and Termination.

A. Term. The "Initial Term" of this Agreement shall commence on the date of acceptance and shall continue for a period of twelve (12) months after reseller annual fee is received, unless terminated earlier as provided herein. Either party may terminate this Agreement effective upon the end of the Initial Term by written notice to the other at least ninety (90) days prior to the end of the Initial Term. If not terminated at the end of the Initial Term, the Agreement shall automatically renew for successive periods of one (1) year each and as long as the reseller price is not 4% higher than the previous year reseller price. Turnkey Web Tools Inc. may deny renewal at any time without written warning.

B. Termination. This Agreement may be terminated at any time: (i) the developer if there is a default of a material obligation; (ii) by Developer if Distributor ceases to function as an ongoing concern or to conduct its operations in the normal course of business; or (iii) by Developer if Distributor shall become insolvent or bankrupt or Distributor shall make an assignment for the benefit of creditors or a trustee or receiver shall be appointed for Distributor. Except for a termination for cause, neither party shall be liable to the other or to any other person for any loss or damage occasioned by the termination of this Agreement as provided herein; or (iv) by Developer if Distributor is in material breach of this distribution agreement.

5. Limitation of Warranty

EXCEPT AS PROVIDED IN THIS AGREEMENT, DEVELOPER DOES NOT MAKE AND DISTRIBUTOR DISCLAIMS, ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Remedies and Liability.

A. Damages. IN NO EVENT SHALL DEVELOPER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF DEVELOPER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Further limitation. In the event that any disclaimer of warranty or limitation of liability is found to be unlawful or inapplicable, or to have failed of its essential purpose, Developer's liability shall be limited to the amount paid by Distributor for the specific Software copy that caused such liability.

C. Indemnification. Distributor agrees to indemnify and hold harmless Developer from and against any claim, loss, suit or damage, including reasonable attorney's fees and costs, arising out of any failure of

Developer to perform any obligation in this Agreement or to properly deliver any Software to anyone purchasing from Distributor.

D. Reliance. Developer is willing to license the Software to Distributor only in consideration of and in reliance upon the provisions of this Agreement limiting Developer's exposure to liability, such as are contained in this Section 5. Such provisions constitute an essential part of the bargain underlying this Agreement and have been reflected in the license fees and other consideration specified in this Agreement.

7. Notices.

Any notice or other communication under this Agreement shall be deemed given if delivered in writing to the intended recipient either in person or mailed, certified or registered, postage prepaid, or by recognized overnight delivery service, to the intended recipient at the address specified herein:

        If to Developer:
        Turnkey Web Tools, Inc.
        27890 Clinton Keith Rd. Ste. D-466
        Murrieta, CA 92562

or such other address as a party may specify from time to time pursuant to this Section 7.

8. Governing Law.

This Agreement shall be governed, construed and enforced according to the laws of the State of Tennessee.

9. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

10. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

11. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS: BY SUBMITTING AN APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL ITS TERMS AND CONDITIONS.