

# RESELLER AGREEMENT

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This Reseller Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[VENDOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [VENDOR ADDRESS] (the "**Vendor**"); and

[RESELLER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [RESELLER ADDRESS] (the "**Reseller**").

Vendor and Reseller are each a "**Party**" and together the "**Parties**."

**Recitals.** Vendor owns or provides certain products or services and wishes to authorize Reseller to market and resell them to end customers. Reseller wishes to accept that authorization, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Appointment and Authorization

**1.1 Appointment.** Vendor authorizes Reseller, and Reseller accepts the authorization, to market and resell the products and services listed in **Exhibit A (Offerings)** (the "**Offerings**") to end customers ("**Customers**") during the term of this Agreement.

**1.2 Exclusivity and territory.** The authorization is [EXCLUSIVE / NON-EXCLUSIVE] and applies in the **Territory** and to the market segment described in **Exhibit B**. Reseller will not actively market the Offerings outside the Territory or authorized segment without Vendor's prior written consent.

**1.3 Resale, not agency.** Reseller resells the Offerings in its own name and for its own account. Reseller is not Vendor's agent, has no authority to bind Vendor, and will not make commitments, representations, or warranties on Vendor's behalf beyond those Vendor authorizes in writing.

**1.4 Customer contracts.** Reseller will resell each Offering subject to Vendor's applicable end-user terms, which must flow through to each Customer. Reseller will not modify those end-user terms or grant rights beyond them.

## 2. Reseller Obligations

**2.1 Marketing efforts.** Reseller will use [commercially reasonable / best] efforts to promote and sell the Offerings, present them accurately, and maintain the skilled personnel and resources reasonably necessary to do so.

**2.2 Accurate representations.** Reseller will describe the Offerings only as set out in Vendor's then-current materials and will not make false, misleading, or disparaging statements about the Offerings, Vendor, or competitors.

**2.3 Customer support.** Reseller will provide first-line support to Customers as described in **Exhibit C (Support)**, if applicable, and will escalate issues to Vendor in accordance with that Exhibit.

**2.4 Compliance.** Reseller will comply with all laws applicable to its marketing and resale of the Offerings, including consumer-protection, advertising, data-protection, anti-bribery, and import/export laws, and will obtain any licenses or registrations required.

**2.5 Records.** Reseller will keep accurate records of its sales of the Offerings and, on reasonable notice, provide Vendor reports and information reasonably needed to administer this Agreement, including license counts and Customer identities where Vendor must provision or support the Offerings.

### 3. Vendor Obligations

**3.1 Provisioning.** Vendor will make the Offerings available for Reseller to resell and will provision, deliver, or activate the Offerings for Customers in accordance with its standard processes once an order is accepted.

**3.2 Enablement.** Vendor will provide Reseller with reasonable product information, sales and technical training, and marketing materials, and will keep Reseller reasonably informed of material changes to the Offerings.

**3.3 Updates and changes.** Vendor may update, modify, or discontinue an Offering on **[NUMBER, e.g. 60]** days' prior written notice. Vendor will honor accepted orders for a discontinued Offering for a reasonable transition period.

**3.4 Second-line support.** Vendor will provide second-line technical support to Reseller for issues Reseller escalates, as described in Exhibit C.

### 4. Pricing, Margins, and Payment

**4.1 Reseller pricing.** Reseller's purchase prices, or the wholesale prices and reseller margin or discount, are stated in **Exhibit D (Pricing)**. Unless Exhibit D says otherwise, prices are in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

**4.2 Resale pricing.** Reseller sets its own resale prices to Customers in its sole discretion. Vendor may publish suggested resale prices but does not require Reseller to charge them. **[Resale-price practices are regulated; review with competition counsel.]**

**4.3 Orders and payment.** Reseller will order through Vendor's ordering process. Reseller will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

**4.4 Taxes.** Reseller is responsible for taxes arising from its resale, except taxes based on Vendor's net income. Reseller will provide valid resale or exemption certificates where applicable.

### 5. Branding and Trademarks

**5.1 License.** Vendor grants Reseller a non-exclusive, non-transferable license to use Vendor's trademarks and approved marketing assets solely to market and resell the Offerings during the term, in accordance with Vendor's brand guidelines.

**5.2 Authorized-reseller designation.** Reseller may describe itself as an "authorized reseller" of the Offerings during the term. Reseller will not imply it is Vendor or that it has rights beyond this Agreement.

**5.3 Goodwill and limits.** All goodwill from Reseller's use of Vendor's trademarks inures to Vendor. Reseller acquires no ownership of the trademarks and will not register confusingly similar marks or domain names.

## 6. Confidentiality and Data

**6.1 Confidentiality.** Each Party will protect the other's non-public information disclosed under this Agreement with at least reasonable care, use it only to perform under this Agreement, and disclose it only to those who need it and are bound by comparable obligations. The obligations do not apply to information that is public, already known, rightfully obtained from a third party, or independently developed.

**6.2 Customer data and privacy.** Each Party will handle Customer personal data in compliance with applicable data-protection laws. The Parties will enter any data-processing terms required by law. **[Privacy and data-transfer requirements vary significantly by jurisdiction; confirm the appropriate terms with counsel.]**

## 7. Warranties, Indemnification, and Liability

**7.1 Warranty pass-through.** Vendor's warranties for the Offerings are stated in its end-user terms and run to Customers as stated there. Reseller will not extend or modify those warranties on Vendor's behalf.

**7.2 Indemnification by Vendor.** Vendor will defend Reseller against third-party claims that an Offering, as provided, infringes a third party's intellectual property rights, and will indemnify Reseller for resulting damages, except to the extent caused by Reseller's misrepresentation or unauthorized modification.

**7.3 Indemnification by Reseller.** Reseller will defend Vendor against third-party claims arising from Reseller's representations beyond Vendor's materials, its breach of law, or its acts and omissions toward Customers, and will indemnify Vendor for resulting damages.

**7.4 Procedure and limits.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and cooperate reasonably. Except for indemnification, confidentiality breaches, and willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's aggregate liability will not exceed **[the fees paid or payable by Reseller to Vendor in the prior [NUMBER] months]**.

## 8. Term and Termination

**8.1 Term.** This Agreement begins on the Effective Date and continues for **[INITIAL TERM, e.g. one year]**, then renews for successive **[RENEWAL TERM]** periods unless either Party gives written notice of non-renewal at least **[NUMBER]** days before the end of the then-current term.

**8.2 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 30]** days after written notice, or becomes insolvent or subject to bankruptcy proceedings not dismissed within **[NUMBER]** days.

**8.3 Effect of termination.** On termination, Reseller will stop marketing the Offerings and using Vendor's trademarks and authorized-reseller designation. Vendor will continue to honor and support Offerings already sold to Customers for the remainder of each Customer's term, and the Parties will cooperate to avoid disrupting Customers.

**8.4 No termination compensation.** Except for amounts and remedies expressly stated, neither Party owes the other compensation merely for non-renewal or lawful termination. **[Some jurisdictions grant statutory termination or goodwill rights; confirm with local counsel.]**

**8.5 Survival.** Sections 4 (for accrued amounts), 5.3, 6, 7, and 9, and any provision that by its nature should survive, survive termination.

## 9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship, and neither may bind the other.

9.2 **Assignment.** Reseller may not assign this Agreement or delegate its duties without Vendor's prior written consent. Vendor may assign to a successor in connection with a merger, acquisition, or sale of substantially all assets on written notice.

9.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.6 **Entire agreement; amendment.** This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

VENDOR	RESELLER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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