

WHITE LABEL AGREEMENT

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

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

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

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

Recitals. Provider owns or has the right to license a product or service that Reseller wishes to offer to its customers under Reseller's own brand. Provider is willing to make the product available to Reseller on a white-label basis, allowing Reseller to rebrand and resell it as its own. The Parties wish to set out the terms on which Provider supplies, and Reseller markets and resells, the white-labeled product. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Grant of Rights

1.1 Definitions. "**Product**" means the product or service described in **Schedule A (Product Description)**. "**Reseller Brand**" means Reseller's trademarks, logos, and branding applied to the Product. "**White-Label Product**" means the Product as rebranded with the Reseller Brand. "**End Customer**" means a customer that acquires the White-Label Product from Reseller.

1.2 Grant. Subject to this Agreement, Provider grants Reseller a non-exclusive, non-transferable right during the term to: (a) market, brand, and resell the Product under the Reseller Brand as the White-Label Product; and (b) provide access to or deliver the White-Label Product to End Customers in the Territory.

1.3 Territory. The "**Territory**" is [GEOGRAPHIC AREA, e.g. the United States]. Reseller will not market or sell the White-Label Product outside the Territory without Provider's prior written consent.

1.4 Exclusivity. The rights granted are [EXCLUSIVE / NON-EXCLUSIVE] in the Territory. If exclusive, exclusivity is conditioned on Reseller meeting the minimum commitments in Schedule B, and Provider may convert the rights to non-exclusive on written notice if Reseller fails to meet them.

1.5 Reservation. Provider reserves all rights not expressly granted. Reseller acquires no ownership of the Product and may not sublicense, modify, reverse engineer, or create derivative works of the Product except as Provider expressly permits.

2. Branding and Rebranding

2.1 Rebranding rights. Provider will enable Reseller to present the Product under the Reseller Brand in the manner described in Schedule A, including replacing Provider's name and logos with the Reseller Brand on the

supported surfaces.

2.2 Provider attribution. Except as Schedule A permits, the White-Label Product will not display Provider's identity to End Customers. Reseller will not remove or alter any notice that Provider requires to remain for legal or licensing reasons.

2.3 Reseller Brand license. Reseller grants Provider a limited, non-exclusive, royalty-free license to apply and use the Reseller Brand solely to configure, host, and support the White-Label Product for Reseller, in accordance with Reseller's brand guidelines.

2.4 Brand standards. Reseller will present the White-Label Product in a professional manner that does not damage Provider's reputation. Reseller will not make representations about the Product that are inconsistent with Schedule A or that Provider has not authorized.

3. Provider Obligations

3.1 Supply and hosting. Provider will make the Product available, and where applicable host and operate it, in accordance with the specifications and service levels in **Schedule C (Service Levels)**.

3.2 Support to Reseller. Provider will provide Reseller with the technical support described in Schedule C to enable Reseller to support its End Customers. Unless Schedule A states otherwise, Provider supports Reseller, and Reseller provides front-line support to End Customers.

3.3 Updates. Provider will provide updates, fixes, and improvements to the Product as it generally makes available to its white-label resellers, and will give Reseller reasonable notice of material changes that affect the White-Label Product.

3.4 Documentation and training. Provider will provide Reseller with reasonable documentation and training materials to enable Reseller to market, sell, and support the White-Label Product.

4. Reseller Obligations

4.1 Marketing and sales. Reseller will, at its own expense, market and sell the White-Label Product to End Customers, and will be responsible for its own sales process, pricing to End Customers, and customer relationships.

4.2 End Customer terms. Reseller will enter into a written agreement with each End Customer that includes terms at least as protective of the Product and Provider as those in **Schedule D (Required End Customer Terms)**, including use restrictions, disclaimers, and limitations of liability consistent with this Agreement.

4.3 Compliance. Reseller will comply with all laws applicable to its marketing, sale, and support of the White-Label Product, including advertising, consumer- protection, export-control, and data-privacy laws.

4.4 No commitments on Provider's behalf. Reseller will not make any representation, warranty, or commitment regarding the Product on Provider's behalf or that exceeds the scope of Schedule A.

5. Fees and Payment

5.1 Fees. Reseller will pay Provider the fees stated in **Schedule B (Pricing and Commitments)**, which may include per-seat, per-transaction, subscription, or minimum- commitment fees. Reseller sets its own resale prices to End Customers.

5.2 Invoicing and payment. Provider will invoice Reseller **[MONTHLY / AS STATED IN SCHEDULE B]**. Reseller will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date, regardless of

whether Reseller has collected from its End Customers.

5.3 Disputed amounts and late payment. Reseller will pay all undisputed amounts on time and notify Provider of any dispute within **[NUMBER]** days. 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.

5.4 Taxes. Reseller is responsible for all sales, use, and similar taxes arising from its resale of the White-Label Product, except taxes based on Provider's net income.

5.5 Records and audit. Reseller will keep accurate records of its sales of the White-Label Product and, on reasonable notice and no more than **[NUMBER, e.g. once]** per year, allow Provider to audit those records to verify fees, subject to confidentiality.

6. Intellectual Property

6.1 Provider IP. Provider retains all right, title, and interest in the Product and all intellectual property in it, including all updates and improvements. Reseller's rights are limited to those expressly granted.

6.2 Reseller IP. Reseller retains all right, title, and interest in the Reseller Brand and in any content Reseller creates, subject to the license in Section 2.3.

6.3 Feedback. Reseller may provide feedback about the Product. Provider may use feedback to improve the Product without obligation to Reseller, and Reseller grants Provider a perpetual, royalty-free license to do so.

6.4 Goodwill. All goodwill arising from use of the Reseller Brand inures to Reseller, and all goodwill arising from the Product inures to Provider.

7. Confidentiality

7.1 Definition. "Confidential Information" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential, including pricing, the existence and terms of this Agreement, product roadmaps, and customer information.

7.2 Obligations. The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by comparable obligations.

7.3 Exclusions and compelled disclosure. Confidentiality obligations do not apply to information that is public, already known, rightfully obtained, or independently developed. A Party may disclose Confidential Information as required by law, with prompt notice where permitted.

8. Warranties and Disclaimers

8.1 Provider warranty. Provider warrants that the Product will perform materially in accordance with Schedule A and that Provider has the right to grant the rights in this Agreement.

8.2 Mutual. Each Party represents that it has the authority to enter into this Agreement and that doing so does not violate any other agreement binding on it.

8.3 Disclaimer. Except as expressly stated, the Product is provided "as is," and Provider disclaims all other warranties to the maximum extent permitted by law. Reseller will not pass through to End Customers any warranty broader than the one Provider gives Reseller.

9. Term and Termination

9.1 **Term.** This Agreement begins on the Effective Date and continues for an initial term of [NUMBER] year(s), after which it renews for successive [NUMBER]-year periods unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 60] days before the end of the then-current term.

9.2 **Termination for cause.** Either Party may terminate 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.

9.3 **Termination for convenience.** Either Party may terminate for convenience on [NUMBER, e.g. 90] days' prior written notice.

9.4 **Effect of termination.** On termination, Reseller will stop marketing and selling the White-Label Product and stop using the Product, except that the Parties will reasonably cooperate to allow existing End Customers to continue using the White-Label Product through the remainder of their current terms (the "**Wind-Down Period**"), during which the applicable fees continue to apply.

9.5 **Transition of End Customers.** During the Wind-Down Period, the Parties will cooperate in good faith on an orderly transition of End Customers, and neither Party will disparage the other to End Customers.

9.6 **Survival.** Sections 5 (for amounts accrued), 6, 7, 10, and 11, and any others that by their nature should survive, survive termination.

10. Indemnification and Limitation of Liability

10.1 **By Provider.** Provider will defend Reseller against third-party claims that the Product, as supplied by Provider, infringes intellectual property rights, and will indemnify Reseller for resulting damages, subject to Section 10.4.

10.2 **By Reseller.** Reseller will defend Provider against third-party claims arising from the Reseller Brand, Reseller's marketing representations, Reseller's agreements with End Customers, or Reseller's breach of this Agreement, and will indemnify Provider for resulting damages, subject to Section 10.4.

10.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

10.4 **Limitation of liability.** Except for indemnification obligations, breach of confidentiality, misuse of the other Party's intellectual property, and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's total aggregate liability will not exceed the total fees paid or payable by Reseller in the [NUMBER, e.g. 12] months before the event giving rise to the liability.

11. General Provisions

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

11.2 **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].

11.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through senior-management discussion within [NUMBER] days of written notice. [OPTIONAL: arbitration clause — discuss with counsel.]

11.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

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

11.6 **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.

11.7 **Entire agreement; amendment.** This Agreement, together with its Schedules, 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.

11.8 **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.

11.9 **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.

PROVIDER

RESELLER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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