

SAAS RESELLER AGREEMENT

Location: _____ Effective Date: _____

Reseller Information:

Company Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Company Information:

Company Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Definitions and Interpretation:

This Agreement governs the reseller relationship between the Company and the Reseller for the sale, marketing, and distribution of Software-as-a-Service (SaaS) products and services (the "Products"). Capitalized terms used herein shall have the meanings set forth in this Agreement or as commonly understood in the SaaS industry.

1. Appointment and License

The Company hereby appoints the Reseller as a non-exclusive reseller of the Products within the Territory, and grants a limited, non-transferable, non-sublicensable license to market and sell the Products to end customers pursuant to the terms of this Agreement.

2. Reseller Obligations

The Reseller shall diligently market, promote, and sell the Products in accordance with the Company's specifications, policies, and applicable laws. The Reseller shall not make any representations or warranties regarding the Products beyond those authorized by the Company.

3. Pricing and Payment

The Reseller shall purchase Products from the Company at the specified reseller discount rates. All payments shall be due within thirty (30) days of invoice date unless otherwise agreed in writing. Late payments shall bear interest at the maximum rate permitted by law.

4. Taxes

Each party shall be responsible for its own taxes arising from this Agreement. The Reseller shall collect and remit any applicable sales, use, or other taxes on sales to end customers, unless the Company is required by law to do so.

5. Intellectual Property Rights

The Company retains all right, title, and interest in and to the Products, including all intellectual property rights. The Reseller shall not copy, modify, reverse engineer, or create derivative works based on the Products.

6. Confidentiality

Each party shall maintain the confidentiality of Confidential Information received from the other party and shall not disclose such information to third parties except as necessary to perform under this Agreement or as required by law.

7. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon thirty (30) days' written notice. The Company may terminate immediately for cause, including breach of this Agreement by the Reseller.

8. Effects of Termination

Upon termination, the Reseller shall cease all use of Company trademarks and return or destroy all confidential information and materials. Termination shall not relieve either party of obligations incurred prior to termination.

9. Warranties and Disclaimers

The Company warrants that it has the right to grant the license herein. Except as expressly set forth, the Products are provided AS IS without warranty of any kind. The Company disclaims all other warranties, express or implied.

10. Limitation of Liability

Neither party shall be liable for indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement. The Company's total liability shall not exceed the amount paid by the Reseller to the Company in the prior twelve (12) months.

11. Indemnification

Each party shall indemnify and hold harmless the other party from and against any claims, damages, or losses arising from its breach of this Agreement or gross negligence.

12. Compliance with Laws

The Reseller shall comply with all applicable federal, state, and local laws, rules, and regulations in performing under this Agreement.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

14. Independent Contractors

The parties are independent contractors and nothing in this Agreement shall create an agency, partnership, or joint venture between them.

15. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, by nationally recognized courier, certified mail, or electronic means capable of confirming receipt, at the addresses set forth above or as updated by notice.

16. Force Majeure

Neither party shall be liable for delays or failures in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, or governmental actions.

17. Assignment

The Reseller may not assign or transfer this Agreement without the prior written consent of the Company. The Company may assign this Agreement without restriction.

18. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by both parties.

19. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which constitute one agreement.

RESELLER'S SIGNATURE

COMPANY'S SIGNATURE

Signature: _____

Signature: _____

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