

# SOFTWARE RESELLER AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Reseller Information:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Vendor Information:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Products Covered:

Description of Software Products: \_\_\_\_\_

Licensing Terms: \_\_\_\_\_

## Territory and Exclusivity:

Geographic Territory: \_\_\_\_\_

Exclusive Reseller Rights (Yes/No): \_\_\_\_\_

## Reseller Obligations:

Marketing and Promotion: \_\_\_\_\_

Sales Targets: \_\_\_\_\_

Reporting Requirements: \_\_\_\_\_

## Pricing and Payment:

Reseller Discount / Margin: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

## Intellectual Property Rights:

Vendor Retains Ownership of Software: \_\_\_\_\_

License to Reseller: \_\_\_\_\_

## Confidentiality:

Protection of Proprietary Information: \_\_\_\_\_

## Term and Termination:

Initial Term: \_\_\_\_\_ Renewal Terms: \_\_\_\_\_

Termination for Cause: \_\_\_\_\_

Termination Without Cause: \_\_\_\_\_

## Warranties and Disclaimers:

Vendor Warranties: \_\_\_\_\_

### **Clause 1 – Appointment**

Vendor hereby appoints Reseller as a non-exclusive/non-transferable reseller authorized to market, promote, and distribute the Software Products within the defined Territory pursuant to the terms and conditions set forth herein.

### **Clause 2 – License Grant**

Vendor grants Reseller a limited, revocable license to use Vendor's trademarks and marketing materials solely to promote and sell the Software Products in accordance with this Agreement, subject to Vendor's brand guidelines and approval.

### **Clause 3 – Reseller Obligations**

Reseller agrees to diligently market and sell the Software Products, meet mutually agreed sales targets, maintain accurate records of sales and customers, and promptly provide Vendor with all reports and feedback as reasonably requested.

### **Clause 4 – Pricing and Payment**

Reseller shall purchase Software Products from Vendor at the agreed reseller prices and resell to end customers at prices determined by Reseller. Payment terms shall be net thirty (30) days from invoice date unless otherwise agreed in writing.

### **Clause 5 – Intellectual Property**

All intellectual property rights in the Software Products, including copyrights, patents, trademarks, and trade secrets, are and shall remain the sole property of Vendor. Reseller shall not claim any ownership or rights therein.

### **Clause 6 – Confidentiality**

Both parties agree to maintain in strict confidence all confidential and proprietary information received from the other party and shall not disclose such information to any third party without prior written consent, except as required by law.

### **Clause 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. Termination for cause may occur immediately upon material breach not cured within fifteen (15) days of notice.

### **Clause 8 – Warranties and Disclaimers**

Vendor warrants that it has the authority to enter into this Agreement and grant the rights herein. EXCEPT AS EXPRESSLY PROVIDED, THE SOFTWARE PRODUCTS ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

### **Clause 9 – Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Clause 10 – Indemnification**

Reseller agrees to indemnify, defend, and hold harmless Vendor from any claims, damages, liabilities, or expenses arising from Reseller's breach of this Agreement, negligence, or willful misconduct.

### **Clause 11 – Compliance with Laws**

Reseller shall comply with all applicable federal, state, and local laws and regulations in connection with its activities under this Agreement, including export control laws.

**Clause 12 – Governing Law and Venue**

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

**Clause 13 – Jury Trial Waiver**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**Clause 14 – Entire Agreement**

This Agreement, including any attachments and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

**Clause 15 – Amendments**

Any amendment or modification of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties.

**Clause 16 – Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

**Clause 17 – Force Majeure**

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including acts of God, war, embargo, government orders, or labor disputes.

**Clause 18 – Assignment**

Reseller may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Vendor. Any unauthorized assignment shall be null and void.

**Clause 19 – Relationship of Parties**

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

**Clause 20 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures shall be deemed valid and binding.

**RESELLER'S SIGNATURE**

**VENDOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://agreementdocs-us.com/software-reseller-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementdocs-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.