

Free Reseller Agreement Template (copy, edit, send)

Replace bracketed fields. Attach your price list, territory, discounts, SLAs, and brand guidelines as exhibits so you can update them without amending the body.

Reseller Agreement

This Reseller Agreement (the Agreement) is entered into as of the Effective Date by and between:

- [Company Legal Name], a [entity type] organized under the laws of [jurisdiction], with offices at [address] (Company), and
- [Reseller Legal Name], a [entity type] organized under the laws of [jurisdiction], with offices at [address] (Reseller).

Company and Reseller are each a Party and together the Parties.

1. Appointment; Scope

1.1 Appointment. Subject to this Agreement, Company appoints Reseller to market, resell, and distribute the Products to End Customers in the Territory during the Term on a non-exclusive basis [or: exclusive per Exhibit B].

1.2 Products. “Products” means the goods, software, cloud services, and related offerings listed in Exhibit A (as updated by Company).

1.3 Sub-resellers. Reseller may not appoint sub-resellers without Company’s prior written consent. Any approved sub-reseller must agree to terms no less protective than this Agreement; Reseller remains responsible.

2. Territory; Channels

2.1 Territory. Reseller may sell only within the Territory in Exhibit B.

2.2 Channels. Sales to government entities, online marketplaces, or outside the Territory require prior written approval unless permitted in Exhibit B. Company may sell directly or via others, except where exclusivity is expressly granted.

3. Orders; Pricing; Taxes

3.1 Orders. Reseller will submit purchase orders in the form Company specifies. POs are subject to Company’s acceptance. Conflicts between a PO and this Agreement are resolved in favor of this Agreement.

3.2 Pricing. Prices are per Exhibit A or Company’s current price list with [30] days’ notice of changes.

3.3 Discounts and special bids. Standard discounts and approval thresholds are set in Exhibit C. Discounts beyond the threshold require written approval.

3.4 Deal registration [if used]. Protected pricing applies only to registered and accepted opportunities under Exhibit D.

3.5 Taxes. Prices exclude taxes, duties, and fees. Reseller is responsible for all taxes related to its purchases and resales, other than taxes based on Company’s net income.

4. Delivery; Title; Provisioning

4.1 Physical goods. Delivery is FCA/FOB Company's shipping point unless otherwise stated in the order acknowledgment. Title and risk transfer on delivery per Incoterms.

4.2 Software/SaaS. Delivery is electronic. No title transfers. Provisioning and renewals follow Exhibit A and the applicable End Customer terms (EULA/TOS).

5. Invoicing; Payment; Credit

5.1 Invoices. Company invoices on shipment/provisioning or as specified in Exhibit A (for subscriptions, on activation and at each renewal).

5.2 Payment terms. Net [30] days from invoice. Late amounts accrue interest at [1.0%] per month or the maximum allowed by law.

5.3 Credit; suspension. Company may set credit limits and suspend performance or reject orders if amounts are overdue or limits exceeded.

5.4 Set-off. Company may set off undisputed amounts owed to Reseller against overdue amounts owed by Reseller.

6. Reseller Responsibilities

6.1 Compliance and marketing. Reseller will use commercially reasonable efforts to market and sell the Products; comply with all applicable laws (export, sanctions, anti-corruption, privacy); and use only current, Company-approved materials.

6.2 Support. Unless otherwise stated in Exhibit E, Reseller provides first-line support to End Customers; Company provides escalated support per Exhibit E.

6.3 Records and reporting. Reseller will maintain accurate books related to purchases/resales for at least [3] years and provide quarterly sales reports as reasonably requested.

6.4 No reverse engineering or misuse. Reseller will not modify, reverse engineer, or create derivative works of the Products or misrepresent capabilities or pricing.

7. Company Responsibilities

7.1 Fulfillment and updates. Company will use commercially reasonable efforts to fulfill accepted orders and provide timely product and price updates.

7.2 Enablement. Company will provide reasonable marketing materials, training, and documentation to support Reseller's sales efforts.

8. Branding; Trademarks; Publicity

8.1 License. Subject to Exhibit F brand guidelines, Company grants Reseller a non-exclusive, non-transferable, revocable license to use Company names and marks solely to market and resell the Products.

8.2 Quality control. Company may review uses and require prompt correction or takedown for non-compliant usage.

8.3 Publicity. Joint press releases or public announcements require prior written approval from both Parties.

9. Intellectual Property; End Customer Terms

9.1 Ownership. Company and its licensors own all right, title, and interest in the Products and related IP. No rights are granted other than those expressly stated.

9.2 End Customer terms. Use of software or cloud Products by End Customers is subject to Company's then-current EULA/TOS. Reseller must ensure acceptance as a condition of delivery.

10. Warranties; Disclaimer

10.1 Limited warranty. For the warranty period in Exhibit A, the Products will materially conform to published documentation.

10.2 Remedy. Company's sole obligation and Reseller's exclusive remedy is repair, replacement, re-provisioning, or a credit/refund for the affected portion.

10.3 Disclaimer. Except for the foregoing, the Products are provided "as is," and Company disclaims all other warranties, express, implied, statutory, or otherwise, including merchantability, fitness for a particular purpose, title, and non-infringement.

11. Indemnification

11.1 By Company. Company will defend Reseller against third-party claims that an unmodified Product infringes an IP right in the Territory and will pay damages finally awarded, provided Reseller promptly notifies Company, gives sole control of the defense, and cooperates. Company may procure rights, modify the Product, or terminate affected orders with a credit.

11.2 Exclusions. No obligation for claims arising from combinations not provided by Company, modifications not made by Company, or use contrary to documentation.

11.3 By Reseller. Reseller will defend and indemnify Company against claims arising from Reseller's marketing/resale promises not authorized by Company or Reseller's breach of law or this Agreement.

12. Limitation of Liability

Except for (a) Section 11 obligations; (b) Reseller's payment obligations; and (c) a Party's willful misconduct or fraud, neither Party is liable for indirect, incidental, special, consequential, or punitive damages or lost profits. Each Party's aggregate liability is capped at amounts paid by Reseller to Company during the twelve (12) months prior to the event giving rise to liability.

13. Data Protection; Security

Each Party will comply with applicable data protection laws. If personal data is processed between the Parties, they will execute a data processing agreement where required and implement reasonable security measures.

14. Compliance; Export; Anti-Corruption

Reseller will comply with export control and sanctions laws and anti-corruption rules, will not offer or accept bribes, and will screen customers against restricted-party lists.

15. Term; Termination; Effects

15.1 Term. This Agreement begins on the Effective Date and continues until terminated.

15.2 Convenience. Either Party may terminate for convenience on [30] days' written notice.

15.3 For cause. Either Party may terminate immediately for material breach not cured within [30] days after notice, insolvency, bankruptcy, or cessation of business.

15.4 Effects. Upon termination: (a) all outstanding invoices become due; (b) Company may fulfill or cancel open POs; (c) licenses under Section 8 terminate; and (d) Reseller will cease using Company marks and return or destroy confidential information. Sections intended to survive will survive.

16. Records; Audit

During the Term and for [2] years thereafter, Company may audit Reseller's relevant records up to once per year upon [10] business days' notice, during normal hours, to verify discounts and reporting. Company will minimize disruption and protect confidential information.

17. Confidentiality

Each Party will protect the other's confidential information with at least reasonable care, use it only for this Agreement, and disclose only to personnel who need to know and are bound by similar obligations. Obligations last five (5) years after disclosure; trade secrets as long as protected by law.

18. Notices

Notices must be in writing and sent to the addresses below (or as updated by notice) by courier or email with confirmation. Notices are deemed given upon receipt.

- Company: [legal notice email] | [postal address]
- Reseller: [legal notice email] | [postal address]

19. General

19.1 Relationship. The Parties are independent contractors. Nothing creates a partnership, franchise, joint venture, or agency.

19.2 Assignment. Neither Party may assign without the other's written consent, except to a successor in interest in a merger, acquisition, or sale of substantially all assets.

19.3 Force majeure. Neither Party is liable for failure to perform due to events beyond reasonable control; the affected Party will notify the other and mitigate.

19.4 Entire agreement; amendments; waiver; severability. This Agreement (and its exhibits) is the entire agreement. Amendments must be in writing and signed. Failure to enforce is not a waiver. If any provision is unenforceable, the remainder remains effective and the provision will be modified to the minimum extent necessary.

19.5 Governing law; venue. Governed by the laws of [jurisdiction]. Courts of [venue] have exclusive jurisdiction.

Signature

Company

Name

Title

Date

Reseller

Name

Title

Date