

## RESELLER AGREEMENT TEMPLATE + EULA + SLA

PRICE – EUR 299

### TECHNICAL DATA SHEET AND TERMS OF USE

#### Contract description

The **Reseller Agreement** is a legally binding contract between a supplier and a reseller that governs the terms under which the reseller is authorized to promote, market and sell the supplier's products or services. It is mostly used in IoT market field. The template has been created to fit with HW, SW and SaaS products and services, so it is very extensive and comprehensive. We recommend reviewing the template and select the sections and annexes that are relevant and delete what is not relevant.

In the Template you will find:

- ◆ **Scope of authorization** – whether the reseller is appointed on a non-exclusive or exclusive basis, and the permitted territory or market segment. Although the non-exclusive version is the most common, in the proposed template we propose the two alternative options, so you can select the one that is relevant to your case. Exclusivity is usually associated with minimum purchase volumes and a higher level of commitment, which is present in this template only in the option with exclusivity. Please note that MPV may also be associated with higher discount Tier.
- ◆ **Products/Services** – the specific goods or services included under the agreement and the applicable warranties and indemnities
- ◆ **Pricing and Payment Terms** – wholesale pricing, discounts, payment schedules, taxes, and currency terms.
- ◆ **Intellectual Property Rights** – limited license to use trademarks, branding, and marketing materials, with restrictions.
- ◆ **Order, Delivery, and Risk Allocation** – Procedures for placing orders, delivery terms (e.g., Incoterms), title transfer, and risk of loss.
- ◆ **Warranties and Liability** – allocation of product warranties, disclaimers, indemnification, and limitation of liability.
- ◆ **After sale support** – allocation of tasks based on the different levels of support. The Template identifies three different levels of support and describes and allocates the relevant tasks.
- ◆ **Compliance Obligations** – Regulatory compliance, anti-corruption, export controls and data protection (if applicable). The template is meant to be used worldwide so we do not refer to compliance requirements of any specific jurisdiction, although the regulations in place in USA, UK and EU are taken into consideration.
- ◆ **Confidentiality** – Protection of proprietary information (referent to NDA or in alternative specific applicable terms)

- ◆ **Term and Termination** – agreement duration, renewal conditions, termination rights (for cause or convenience), and post-termination obligations.
- ◆ **Governing Law and Dispute Resolution** – Jurisdiction and competent court. We propose ordinary court and laws. If you intend to choose the arbitration, we recommend to carefully consider the associated costs, which can vary significantly in consideration of the structure you select for the arbitration panel and of the relevant jurisdiction.
- ◆ **Exhibits:**
  - (i) **Price structure and discount tiers** – suggested structure is based on average market conditions, may require adjustments;
  - (ii) **End User License Agreement** – the template bears enclosed the EULA template, referred to as essential part of the agreement;
  - (iii) **Technical Support Levels** – describes the levels, tasks and responsibility for Level 1, Level 2 and Level 3 support;
  - (iv) **Service Level Agreement** – describes the minimum level of services applicable and relevant service credit structure

#### Recommended use

- ◆ The Template is balanced and suitable to be used on both sides.
- ◆ We recommend to specifically review the sections on warranty, liability and IPR indemnity and make any adjustment required to fit with the specific business case.
- ◆ All commercial and technical terms are recommendations only and based on common market practice.
- ◆ All technical and commercial terms and annexes should be revised and edited as needed.

#### Composition and language

Pages (including annexes) – 20 pages; 20 articles  
Language - English

#### Terms of use

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## RESELLER AGREEMENT

This Reseller Agreement (“**Agreement**”), is effective as of the signature date hereof (“**Effective Date**”)  
by and between

[*Company name and company form, for ex. Ltd, Inc, LLC, SA, SpA, s.r.l. etc.*] a company duly incorporated and validly existing under the laws of [*jurisdiction of incorporation – please note that it can be different from the jurisdiction where the registered office is*] with its registered office at [*registered office*], tax registration number [*VAT and/or tax identification number*] (“**Company**”)

and

[*Company name and company form, for ex. Ltd, Inc, LLC, SA, SpA, s.r.l. etc.*] a company duly incorporated and validly existing under the laws of [*jurisdiction of incorporation – please note that it can be different from the jurisdiction where the registered office is*] with its registered office at [*registered office*], tax registration number [*VAT and/or tax identification number*] (“**Reseller**”).

## WHEREAS

- a) The Company is a global market player active in the field of research and development, promotion, market, sale and distribution of Internet of Things (“IoT”) products, solutions and services, including cybersecurity and AI related technologies and have developed significant knowledge and experience relating to [*to be completed*] [*Note: the proposed language is general and applicable to most IoT operations. Please revise and complete as suitable*]
- b) The Reseller is a company with a deep knowledge of the Territory (as such term is defined below and significant experience in the field of promotion, marketing and sale of IoT products, solutions and services.
- c) The Company intends to appoint the Reseller as its official reseller and/or system integrator of the Products (as such term is defined below) according to the terms and conditions of this Agreement and the Reseller wishes to accept said appointment.

\*

**IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN  
CONTAINED, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE  
RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED,  
COMPANY AND RESELLER HEREBY AGREE AS FOLLOWS**

\*

### 1. RECITALS AND DEFINITIONS.

- 1.1. The foregoing recitals are integral and essential part of this Agreement.
- 1.2. When used in this Agreement, the capitalized terms listed below shall have the following meaning

## OMISSIS

<b>Lead Time</b>	means the time that has to elapse from the date of the purchase order and until the date of delivery of the Products, as agreed upon by the Parties from time to time.
<b>Level One Support</b>	means direct customer support of Product to be provided by Reseller to End-User, as defined in <b>Exhibit C</b> (“ <b>Levels of Support</b> ”)
<b>Level Two Support</b>	means customer support of Product to be provided to End-User by the Company and by Reseller jointly, when Reseller will continue to handle the relationship with the End-User, as defined in <b>Exhibit C</b> (“ <b>Levels of Support</b> ”)
<b>Level Three Support</b>	means support service of the Products to be provided by Company to Reseller for Reseller’s provision to End-User, as defined in <b>Exhibit C</b> (“ <b>Levels of Support</b> ”)
<b>Parties</b>	means the Company and the Reseller
<b>Products</b>	mean the products and services listed in the Company official price list (as well as other related services, including but not limited to customization, installation, and any other technical services provided by the Company in accordance with this Agreement and with the applicable SLA and/or SOW as provided by Company, which list shall be subject to any exclusions or additions or amendments the Company may make, in its sole discretion, including the related documentation and any upgrades and updates thereto)
<b>Professional Service</b>	shall mean development, customization, installation, and any other technical or other services provided by Company to the Reseller subject to Reseller's order and/or a separate SOW signed by both Parties
<b>Service Level Agreement (SLA)</b>	means the document setting forth the levels of service to be complied with and performance metrics to be met, as stated in <b>Exhibit D</b> (“ <b>SLA</b> ”) and/or agreed upon by the Parties from time to time.
<b>Statement of Work (SOW)</b>	means a document setting forth the terms, conditions, technical specifications, deliverables, milestones, payment terms, acceptance criteria and any other relevant technical or commercial term regarding the Professional Services. Each SOW will become binding once executed by each Party’s authorized representatives and shall incorporate by reference the terms of this Agreement, provided that any terms contained in any SOW inconsistent with the terms of this Agreement shall prevail over this Agreement.
<b>Term</b>	shall mean the period during which this Agreement is effective
<b>Territory</b>	shall mean the geographic territory of <i>Please add the definition of the area where the Reseller will be allowed to operate</i>
<b>Trademarks</b>	means the commercial name, symbol, logo, design, or combination of these that identifies and distinguishes the source of goods or services of the Company
<b>Warranty</b>	Has the meaning set forth in Article 9

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## **7. INTELLECTUAL PROPERTY RIGHTS.**

- 7.1. The Products and all associated Intellectual Property Rights, including all related software, data, schematics, layouts, designs, specifications, and documentation are proprietary to the Company and/or its licensors and are protected by applicable copyright, patent, trade secret, and other intellectual property laws and international treaties.
- 7.2. Except for Reseller's limited right to use the Products according to this Agreement, this Agreement does not grant or assigns to the Reseller any license, right, title, or interest in or to the Products or any Intellectual Property Rights associated with it. Reseller acknowledges and agrees that Company and/or its licensors own(s) and will continue to own all title, interests and rights, including all Intellectual Property Rights, in and to the data, schematics, layout, designs, specifications, documentation and Software for the Products, and that Reseller shall acquire only a right to resell the Products and associated documentation in the Territory as set forth in this Agreement. No other right or license in or to the Products is granted by Company to the Reseller, whether expressly, by implication or otherwise.
- 7.3. Unless otherwise agreed in writing, the Products shall be marketed and resold solely under the Company's Trademarks. The Reseller shall not remove, alter, or obscure any copyright, trademark, or other proprietary notices affixed to the Products or related materials. The Reseller shall not co-brand the Products or use any other marks in connection with them without the Company's prior written consent.
- 7.4. Subject to the terms of this Agreement, the Company grants the Reseller a non-exclusive, limited, revocable license, for the term of the Agreement, to use the Company Trademarks solely for the advertisement, promotion, sale, and after-sale service of the Products. All use of the Company Trademarks shall:
  - comply with the Company's branding guidelines, as may be updated from time to time;
  - be subject to the Company's prior written approval; and
  - conform to any standards or instructions issued by the Company regarding presentation and appearance.
- 7.5. The Company may revoke permission to use the Company Trademarks at any time upon written notice. Upon termination or expiration of this Agreement, or upon revocation of such permission, the Reseller shall immediately cease all use of the Company Trademarks.
- 7.6. The Reseller shall promptly notify the Company of any known or suspected infringement or unauthorized use of the Company Intellectual Property Rights (including but not limited to the Trademark) in the Territory and shall provide reasonable assistance, at the Company's request, in any enforcement action.

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## **12. CONFIDENTIALITY**

**[OPTION 1: clause to be used if an NDA has been signed by the Parties prior to the date of the Reseller Agreement. The clause is applicable also if the NDA is expired]**

Non-Disclosure Agreement. The Parties agree that the terms and conditions of the Non-Disclosure Agreement ("NDA") entered into by and between the Parties on **[please add the execution date of the NDA]** shall apply to this Agreement. The Parties further expressly agree that the NDA

will remain fully valid and binding between them for the entire duration of the Term, regardless of any clause on termination or expiration therein set forth, that will be disregarded.

***[OPTION 2: if no NDA has been signed the following clause shall be used]***

12.1. Receiving Party shall:

- (i) not use, copy, or allow others access to any Confidential Information and shall not disclose or transfer Confidential Information to any employees or to any third parties, excepting those who are authorized and have a need to know; and
- (ii) employ diligent efforts and exercise reasonable care to hold all Confidential Information in the strictest confidence after receipt of same, but no less than the same level of care it uses to safeguard its own Confidential Information.

12.2. The obligations in regard to Confidential Information shall not restrict the Receiving Party from any disclosure required by applicable law or by order of any Court or government agency provided that - to the extent allowed under applicable law - the Receiving Party shall give such notice to the Disclosing Party as may be reasonable in the circumstances so that the Receiving Party can take appropriate action to protect its proprietary interests in the Confidential Information and to prevent improper disclosure of same.

12.3. The obligations regarding confidentiality shall be binding on the Receiving Party during the Term and for a period of five (5) years from the date of termination of this Agreement. Receiving Party shall not disclose Confidential Information to any person or entity except in accordance with the terms of this Agreement.

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## **16. EXPORT CONTROL AND SANCTIONS**

16.1 Compliance with Laws. Each Party shall comply with all applicable export control, re-export control, and economic sanctions laws and regulations of the United States, the United Kingdom, the European Union, and any other relevant jurisdiction (collectively, "Export Control Laws"). Export Control Laws include, without limitation:

- The U.S. Export Administration Regulations (EAR) administered by the U.S. Department of Commerce's Bureau of Industry and Security;
- The U.S. sanctions programs administered by the Office of Foreign Assets Control (OFAC);
- The UK Export Control Act 2002 and related regulations administered by the UK Export Control Joint Unit (ECJU);
- The EU Dual-Use Regulation (Regulation (EU) 2021/821) and related EU and Member State sanctions regulations.

16.2. Restrictions on Export and Re-Export. The electronic devices, hardware, firmware, software, technical data, and related documentation supplied under this Agreement may be subject to Export Control Laws. The Reseller shall not, directly or indirectly:

- (a) export, re-export, transfer, or otherwise make available any items in violation of applicable Export Control Laws;
- (b) export or re-export any items to any country or territory subject to comprehensive trade embargoes or sanctions imposed by the United States, United Kingdom, or European Union, except as authorized by applicable government licenses;
- (c) provide the items to any person or entity listed on any applicable restricted or denied party list; (d) use the items for any purpose prohibited by Export Control Laws, including but not

limited to nuclear, chemical, biological weapons proliferation, missile technology, military end-use (where restricted), or other prohibited end-uses.

- 16.3. End-Use and End-User Assurances. Upon request, the Reseller shall provide written certification regarding end-use, end-user, and ultimate destination of the Items. The Customer shall promptly notify Supplier if it becomes aware of any actual or suspected violation of Export Control Laws in connection with the Items.
- 16.4. Right to Refuse or Suspend Performance. The Company may refuse, suspend, or cancel any order or delivery if it reasonably believes that performance would violate applicable Export Control Laws or expose the Company to sanctions risk. Such suspension or termination shall not constitute a breach of this Agreement.
- 16.5. Indemnification. Reseller shall indemnify and hold harmless the Company from and against any claims, fines, penalties, or liabilities arising from Reseller's breach of this Export Control clause or violation of applicable Export Control Laws.

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