

# Software Reseller Agreement

## ***The parties,***

1. Supplier, registered with the Chamber of Commerce under number 1234578 (referred to hereafter as the "Supplier"),  
*and*
2. Reseller, registered with the Chamber of Commerce under number 87654321 (referred to hereafter as the "Reseller"),

## ***whereas:***

- The Supplier has developed a software package called Software (hereafter: "the Software"),
- The Reseller has experience in promoting and selling third-party software under its own name ('white label'),
- The Reseller is willing to promote and sell the Software in this manner,
- The Supplier is willing to permit this worldwide in exchange for compensation.

## ***have agreed on the following:***

### **Article 1. Appointment as reseller**

1.1. The Supplier hereby appoints the Reseller as a reseller of the Software. The Reseller may sell licenses for the Software and supply copies of it to third parties, under its own name and for its own account, subject to the provisions of this agreement.

1.2. The appointment is effective worldwide and is not exclusive.

1.3. The Reseller will modify the outward appearance of the Software in order to make it recognizable to the relevant public as coming from the Reseller.

1.4. The Reseller will endeavor to promote the Software and increase its familiarity to the relevant public.

1.5. The Reseller will not undertake any promotional activities that are prohibited under local legislation or which could damage the Supplier's reputation. Promotion via unsolicited email communication ('spam') and the installation of (trial) versions of the Software at end users without explicit permission in particular are prohibited.

### **Article 2. Granting of a license**

2.1. The Supplier hereby grants the Reseller a license to reproduce and publish the Software (as well as the related documentation and promotional materials) to third parties for the promotion and demonstration thereof as well as for the supply of the Software to third parties in accordance with the following paragraph.

2.2. The Reseller has the right to grant a sublicense to the Software to its customers worldwide by means of an end user license agreement (EULA) to be drawn up by the Reseller, which must be in line with this agreement and indemnify the Supplier against claims from customers, except to the extent this agreement requires the Supplier to indemnify. The Supplier is not a party to this end user license agreement.

2.3. The Reseller will strictly comply with the provisions of the end user license agreement and supervise that its counterparties do so as well. If legal action is required for enforcement, the parties will consult with each other in advance on how this will take place.

2.4. All intellectual property rights to the Software and the documentation are held by and remain with the

payment term.

7.3. If an amount that is owed is not paid within the payment term, statutory interest is owed on the outstanding invoice amount, without further notice of default being necessary. In the event payment is not made on time, the Reseller will also be obliged to fully compensate both the judicial and the extrajudicial collection costs, including the costs of lawyers, bailiffs and collection agencies, in addition to the amount owed and the interest due thereon.

7.4. The claim for payment is immediately due if the Reseller is declared bankrupt, applies for a moratorium on payments, full attachment is levied on its assets, it goes into liquidation or it is dissolved.

#### **Article 8. Non-disclosure and confidentiality**

8.1. The parties will treat confidentially any information that they provide to each other before, during or after performance of the agreement if said information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties will also impose this obligation on their employees and on any third parties they engage for performance of the agreement.

8.2. This obligation will continue to exist after the agreement ends for any reason, whatsoever and for as long as the providing party can reasonably claim the confidentiality of the information.

8.3. The Supplier reserves the right at all times to use the knowledge acquired through performance of the agreement for the benefit of other clients, to the extent no confidential information of the Reseller is used in this.

#### **Article 9. Limitation of liability**

9.1. The Supplier is only liable to the Reseller for direct damage resulting from an attributable failure in the performance of this agreement.

9.2. The Supplier is in no case liable for compensation of indirect damage or resulting damage or damage due to lost turnover or profit, loss of use, delay, loss and/or damage due to loss of data or due to delivery periods being exceeded as a result of changed conditions or circumstances, loss and/or damage due to the provision of inadequate cooperation, defective information or materials by the Reseller or damage or loss due to information or advice provided by Supplier the content of which is not explicitly part of the agreement.

9.3. The maximum amount that will be paid out in the event of liability pursuant to the previous articles is the total in fees (excluding VAT) pursuant to Article 6.1 paid to the Supplier in the two months prior to the event that caused the damage. This maximum amount ceases to apply if and insofar as the damage is the result of intent or gross negligence on the part of the Supplier.

9.4. The Supplier's liability on account of attributable failure to comply with the agreement only arises if the Reseller gives the Supplier proper written notice of default without delay, while giving it a reasonable period of time in which to remedy the failure, and the Supplier still attributable fails to comply with its obligations after that period has expired. The notice of default must include a description of the failure that is as detailed as possible so that the Supplier is able to respond adequately.

9.5. The Supplier indemnifies the Reseller against third-party claims that are the direct result of errors in the Software. The Reseller indemnifies the Supplier against all third-party claims related to the resale of the Software, except in cases where the Supplier must indemnify the Reseller.

#### **Article 10. Term and termination**

For Reseller

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Name:

Date:

Place:

VOORBEELD