

# RESELLER AGREEMENT

AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (“Effective Date”), by and [NAME OF OWNER] (“Owner”), having a principal place of business at [address of owner] and:

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(“Reseller”),

having its principal place of business at:

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(Reseller address)

## 1. APPOINTMENT/CERTIFICATION

1.1 Owner hereby appoints Reseller as a non-exclusive AUTHORIZED RESELLER (“Authorized Reseller”) with respect to the marketing of [*description of products*], together with updates and enhancements thereto, specified in Section 3 hereof (collectively referred to as “Products”), to End User customers within [*description of territory*] (“Market”). Reseller acknowledges and agrees that this appointment and the rights and licenses herein granted are subject to and contingent upon Reseller’s compliance with the terms and conditions of this Agreement. This appointment is non-exclusive, with Owner reserving the right to appoint other Authorized Resellers within the Market or elsewhere without restriction as to number and location.

1.2 Reseller hereby certifies that products acquired under this Agreement are being acquired for resale or sublicense only to End User customers in the regular course of business.

1.3 This Agreement, Reseller’s appointment as an Authorized Reseller, the prices established herein and the Owner products and provided services herein described, including but not limited to warranty repair, installation and software support services, are valid for and apply only to Products purchased or licensed for delivery and installation within the Market specified in article 1.1.

## 2. TERM

2.1 The Term of this Agreement shall commence on the date first specified above and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed for successive one-year terms, unless otherwise terminated pursuant to Section 19 of this Agreement.

## 3. PRODUCTS AND PRICING

3.1 Reseller may only acquire Owner Products for resale or sublicense from Owner directly. The Products eligible for purchase and license by Reseller shall be as listed in the then current published Owner Product and Price List prevailing at the time Owner accepts an order from Reseller. Reseller shall acquire Products based on the list price in effect when Reseller’s order is accepted, less the applicable discount set forth in Owner Dealer Price List.

3.2 Owner shall have the right from time to time during the term hereof, to change the list prices and discounts, and/or to add or delete Products to or from Owner current published Product and Price List, subject to providing Reseller at least thirty (30) days advance written notice. All orders for Products accepted by Owner prior to the expiration of the thirty (30) day notice period shall be subject to the applicable Schedule in effect at the time of Owner’s acceptance of the purchase order.

