

Value Added Reseller Agreement

- 🔊 The Value-Added Reseller Agreement grants a reseller the right to market a [Company]'s product(s) in combination with other products and services retailed, provided or developed by the VAR.
- 🔊 For example, the Value-Added Reseller Agreement enables software company to provide its programs to a reseller, who then combines the programs with other software or hardware , plus installation and training. The combinations are then marketed as "value-added" products.
- 🔊 Regardless of what the VAR organization calls itself, make sure that the agreement properly sets forth all the terms regarding the marketing your products.
- 🔊 For s straight reseller ag^{reement}, see also the "Dealer Resale Agreement" – they sell your stuff in their store(s)
- 🔊 There are also several "Sales Representative" agreements as well – People or firms sell your stuff directly to the end-user customers. They could also sell your stuff to retailers or VARs!
- 🔊 At the other end of the spectrum is a "Joint Marketing" Agreement too (VARs sell your stuff their way) – here you work together to sell both of your products together or to each other's customer bases.


 Cover memo:

Date: **[Date]**

To: **[Name of VAR]**

From: **[Owner/Founder]**
[Company]

Subject: **Value-Added Reseller Agreement**

 Attached is our Value-Added Reseller Agreement in order to establish the arrangement as to how we will work together selling our products.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Value Added Reseller Agreement

🔊 This introductory paragraph lists the date and the parties to this Agreement. We formatted this agreement uniquely to make it easy on others (judge, arbitrator(s), etc. God forbid) to readily understand who is involved, when the agreement begins and some basic summary background information.

Effective Date **[Date]**

between **[Company Legal Name]**, (“[Company]”)
a [State] [Corporation/Partnership/Sole Proprietorship/Resident],
located at [Address]
 [City], [State] [Zip Code]

and **[VAR Name]**, (“VAR”)
a [State] [Corporation/Partnership/Sole Proprietorship/Resident]
located at [Address].

Summary

[Company] has developed certain [product / software] which it markets directly to end users and also markets through intermediaries such as VAR.

VAR is in the business of creating and adding value to existing [product / software and technology] products and remarketing the value-added products to end users.

VAR desires to take a license in certain of [Company]’s products as identified on Exhibit A (the “Products”) attached hereto, and to add value to same by [combining them with other products, providing installation services, training services] and remarket them as value-added products, all pursuant to this Agreement.

NOW, THEREFORE, it is agreed:

1. Non-Exclusive Appointment

🔊 You want to keep this deal non-exclusive, because different VARs can do different things with you products and go after different markets. You could; however, say that this VAR has an exclusive agreement within the “insurance industry” and non-exclusive in any other industry, for example. (Be very specific as to how you define the parameters.)

🔊 List the countries in which this VAR will be licensed to sell you product(s)

VAR is hereby appointed a non-exclusive value-added reseller of the Products for sale in the [United States / Mexico / Canada / Japan] pursuant to this Agreement. VAR accepts such appointment and agrees to serve as a value-added reseller of the Products to end users as provided herein. This Agreement is not exclusive to VAR, and [Company] reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market and distribute the Products and value added versions

thereof anywhere in the world.

2. Price & Discounts

- ☞ While you can establish prices for selling to the VAR, the beauty of a VAR is that they will likely bundle your products with others products and services and sell them as a bundle deal. – obscuring the direct price of your products, so if they offer a bargain, it would likely not 'cheapen' your products.

Prices, discounts, and other terms, if any, for the Products are set forth on Exhibit A. and are subject to change at any time, to take effect no sooner than the end of the Initial Term of this Agreement and following at least [Notice Period - Price Change] prior written notice by [Company].

3. Product Changes

- ☞ You are always in charge of your products without need to get permission from anyone.

[Company] has the right to modify, alter, amend or delete from the Products at any time at its discretion, following at least [Notice Period - Product List] prior written notice. VAR agrees not to remove from the Products any copyright notice included therein.

4. Ordering, Delivery & Shipment

A. Purchases of Product pursuant to this Agreement shall be made by VAR using VAR's regular purchase order form; provided, however, additional, modified or conflicting terms and conditions on VAR's purchase order form shall not modify or amend this Agreement unless expressly agreed to in writing by [Company].

B. All orders must specify the Product or Products to be purchased; the appropriate purchase price; the requested ship date; and, if applicable, state the appropriate tax exemption certificate number.

- ☞ FOB (Freight On Board) your address means that the VAR pays shipping costs; taking license at the same shipping point means that they take responsibility once they leave your door.

C. Shipment of the Products purchased by VAR hereunder shall be made F.O.B. [Company]'s facilities or such other location or locations as [Company] may from time to time designate in writing. [Company] shall have the right to make partial shipments, and each shipment shall be deemed a separate order and payment therefore shall become due in accordance with the terms of shipment. VAR shall take the license to the Products at the F.O.B. point and all risks of loss and expenses in connection with the Products shall thereafter be the responsibility of VAR; provided, however that [Company] retains all applicable rights to the intellectual property contained in the Products (as herein set forth).

D. Products ordered hereunder will be deemed accepted by VAR upon shipment by [Company]. VAR shall have thirty (30) days after receipt of the Products at VAR's facilities ("Test Period"), but prior to reshipment of the Products to VAR's customers, to inspect and test the Products. If VAR discovers any defect in a Product and reports such defect in or within the Test Period, [Company] will, at its option, either repair, replace or accept return of the Product or credit VAR for the applicable purchase price.

E. All purchase orders and amendments thereto must reference this Agreement and are subject to acceptance by [Company]. Payment shall be made by VAR within [Time to Pay] after the date of [Company]'s invoice. VARs shall be responsible to pay, or reimburse [Company], as appropriate, for any sales, use, and excise or similar tax levied on the transactions, or any personal property tax attributable to the license granted to the VAR in this Agreement.

5. Changes & Cancellations

VAR may cancel an order prior to shipment upon payment of a cancellation fee equal to [Cancellation Fee - %] of the original order, and provided that [Company] receives notice of the cancellation not more than [Time Limit for Cancellation] following the original order. Cancellation of any order after the last day for cancellation, or in the event that [Company] has already shipped the Product, shall require VAR

to pay [Cancellation Fee After Shipment - %] of the purchase price. The parties agree that these charges are a reasonable method for determining [Company]'s expenses and damages arising out of cancellation or refusal to accept shipment.

6. License

A. [Company] grants and VAR accepts a limited, non-exclusive license to the Products as provided in this Agreement. The license granted herein shall permit VAR to combine or include the Products with VAR's other software or hardware for the purpose of adding to or increasing the value, functionality or utility of such software or hardware for VAR's end user customers. VAR shall not be permitted to use the Products for its internal business. VAR may not copy any of the Products or distribute or transfer the Products except as provided herein.

B. [Company] hereby grants VAR a limited, non-exclusive license to grant sublicenses of the Product to VAR's end user customers in the normal course of business. Any sub-license of the product by VAR shall be pursuant to a written license agreement, approved in advance by [Company] as to form and substance which shall include at least the following:

- VAR's sub-licensee shall have no right to copy, modify, reproduce, publish or convey any part of any Product.
- VAR's sub-licensee shall require no ownership in the Product.
- VAR's sub-licensee shall look solely to VAR in the event of any defect, damage or inoperability of the product or part thereof.

C. If VAR's sub-licensee fails to perform any material obligation with respect to Product pursuant to its written sublicense agreement with VAR, then VAR shall cooperate with [Company] to protect and enforce [Company]'s rights and title with respect to the Products.

7. Confidentiality

In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party relating to software computer programs, object code, source code, marketing plans, business plans, financial information, specifications, flow charts and other data ("Confidential Information"). All Confidential Information supplied by one party to another pursuant to this Agreement shall remain the exclusive property of the disclosing party. The receiving party shall use such Confidential Information only for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information or any part thereof to any third party, except that VAR may sublicense the Products as set forth in this Agreement. Neither party shall have any obligation with respect to Confidential Information which:

- is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party;
- was previously known to the a receiving party or rightly received by a receiving party from a third party; or
- is independently developed by the receiving party.

8. VAR Sales Organization & Activities

In connection with the performance of its obligations in this Agreement in a professional and businesslike manner, VAR agrees to:

A. Hire, train and employ at its place or places of business competent, professional and ethical sales, technical and support personnel to sell and support products.

B. Stay current with respect to information concerning the Products and, where appropriate, attend [Company]'s training with respect to the Products.

C. Maintain adequate human resource and other facilities to assure prompt handling of all inquiries,

orders, shipments and after sale support for the Products.

D. Maintain, for demonstration purposes, adequate equipment and other resources to properly demonstrate the Products.

E. Provide prompt, reliable and competent technical and other assistance to VAR's end user customers with respect to the Products.

F. Conduct its business in a professional, businesslike manner that will reflect favorably on [Company] and the Products, and not engage in deceptive, fraudulent, misleading, illegal or unethical business practices, whether with respect to the Products or otherwise.

G. Permit [Company] the right of reasonable entry to visit and inspect VAR's place of business for the purpose of verifying, to the satisfaction of [Company], that VAR is performing its obligations under this Agreement.

9. [Company]'s Sales Assistance

🔊 Help them sell your stuff!

🔊 Often you need to charge for sales materials. Signage, etc., but what else can you give them (that they will actually use) for free?

[Company] will provide reasonable commercial and technical assistance to VAR as may be necessary and appropriate to assist VAR in effectively carrying out its obligations under this Agreement and in the promotion and sale of the Products to VAR's end user customers. [Company] will from time to time and subject to availability provide to VAR and its agents sales promotion materials, technical manuals, sales aides and other materials helpful in the promotion or sales of the Products.

10. Limited Warranties

🔊 You guarantee that your products work, but if the VAR makes changes, it's their problem.

A. [Company] warrants that it is the owner of or otherwise has the right to license the Products and otherwise perform its obligations set forth herein.

B. [Company] warrants that the media upon which the Products are included shall be free from defects in materials and workmanship for a period of [Limited Warranty - Media] following the date of shipment. In the event any breach of warranty set forth in this Section 10 B., VAR's sole remedy and [Company]'s sole liability shall be for [Company] to replace the defective media.

C. [Company] warrants that for a period of [Limited Warranty - Functions] following shipment of the Products, each Product will perform the functions substantially according to [Company]'s regular specifications document with respect to such Product. In the event of any breach the warranty set forth in this section 10.C., VAR's sole remedy, and [Company]'s sole liability, will be that [Company] must promptly repair the Products so as to conform to the warranty or, at [Company]'s election, refund the purchase price.

11. Disclaimer

THE WARRANTIES OF [COMPANY] SET FORTH IN SECTION 10 ABOVE ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL [COMPANY] BE LIABLE TO VAR FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR PROFITS, WITH A CLAIM BY REASON OF BREACH OF WARRANTY OR BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER [COMPANY] HAS BEEN ADVISED OF THE RISK OF SUCH DAMAGES IN ADVANCE.

12. Indemnification

🔊 If the VAR screws up, you need them to protect you, but you need to defend yourself against any kind of infringements.

A. VAR agrees to indemnify and hold harmless [Company] from and against loss, suit, damage or claim including reasonable attorney's fees and costs, arising out of or connecting with the sale, sublicense or use of any of the Products which have been modified by VAR or anyone else.

B. [Company] shall, at its own expense, defend any suit that may be instituted against VAR or any end user customer of VAR for any alleged infringement of any United States patent, trademark or copyright related to the Product as provided by [Company] hereunder, provided that:

- Such alleged infringement consists only of the use of the Product in the manner for which the Product was designed by itself, and does not relate to any modification or alteration or combination with other works.
- VAR gives [Company] immediate notice in writing of any such suit and permits [Company], with counsel of its choice, to defend such suits.
- VAR provides [Company] all of the necessary information, assistance and authority, to enable [Company] to defend such suit, and similarly causes all VAR's end user customers to similarly provide all needed information, assistance and authority, all at VAR's expense.
- [Company]'s indemnity shall not apply with respect to any claim arising out of or based upon any modification or alteration of the Products created by or for [Company].

13. [Company]'s Marks.

A. [Company] hereby grants to VAR a limited, nonexclusive right to use [Company]'s regular trade names, trademarks, titles and logos (the "Licensed Marks") in the advertising, promotion and sale of the Products. VAR shall not make or permit alteration or removal of tags, labels, or identifying marks placed by [Company] on or within the Software program of any product. VAR will not use [Company]'s trade names or abbreviations (with the exception of a logo or mark or graphic design provided by [Company] which indicates VAR is an authorized reseller of [Company]) in VAR's corporate title, or name or in any way that might result in confusion as to separate and distinct identities of [Company] and VAR. Upon the expiration or earlier termination of this Agreement, the license granted to VAR in the Licensed Marks shall immediately terminate and VAR shall immediately cease and desist all use of the Licensed Marks.

B. VAR recognizes and acknowledges [Company]'s ownership and title to the Licensed Marks and the goodwill related thereto and agrees that any goodwill which accrues because of VAR's use of such marks shall become the property of [Company]. VAR further agrees not to contest or take any action in opposition to any trademark, service mark, trade name or logo of [Company] or to use, employ or attempt to register any mark or trade name which is similar to any mark or name of [Company].

C. VAR shall apply the Licensed Marks only to products which have been manufactured in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion set forth in [Company]'s trademark use specifications and product control specifications ("Control Specifications"), copies of which will be furnished to VAR in confidence pursuant to Section 7 of this Agreement.

D. [Company] shall have the right at any time to conduct during regular business hours an examination of products manufactured by VAR (including those assembled or tested) at VAR's facilities to determine compliance of such products with the applicable Control Specifications. If at any time such products shall, in the sole opinion of [Company], fail to conform to the standards of quality in materials, design, workmanship, use, advertising, and promotion set forth in such Control Specifications, [Company] shall so notify VAR. Upon such notification, VAR shall promptly cease to use the Licensed Marks on such products and shall not sell such nonconforming products until the standards of quality contained in the applicable Control Specifications have been met to the satisfaction of [Company].

14. Term & Termination.

A. This Agreement shall commence on [Start Date] and continue for a Term ending [End Date]. Thereafter, this Agreement shall continue until a party shall give notice to the other party of its desire to terminate this Agreement upon at least ninety (90) days prior written notice.

B. In the event that VAR has failed to pay any amount when due or is in breach or default of any other material obligation set forth in this Agreement, then [Company] may notify VAR and if VAR has not paid the entire amount due or cured its other breach or default within [VAR's Cure Period] following such notice, then [Company] may elect to terminate this Agreement.

C. In the event of any other breach or default of any material obligation owed by [Company] in this Agreement, then the VAR may provide notice to [Company] and if such breach or default is not cured within [[Company]'s Cure Period] following such notice, the Agreement may be terminated by VAR.

15. General Provisions

☞ The General Provisions that follow are fairly standard. These provisions enhance the balance of the Agreement by defining certain common issues such as notice, assignment, legal remedies, waiver, and attorney fees, etc..

15.1 **Independent Contractor.** The relationship between both parties established by this Agreement is that of independent contractor and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. It is expressly understood and agreed that the relationship between the parties is solely that of “seller” and “buyer.” VAR is not, and shall not be, a partner, agent, representative or joint venturer of [Company]. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

☞ You may or may not want to make this deal public – at least limit that event by this agreement and work out if/how/when you want to do that later.

15.2 **Publicity.** Neither party will make any public announcement or issue any press release concerning the terms of this Agreement without the prior approval of both parties.

☞ Make it clear that you will not try to hire away each others employees. If you do or it happens then there is compensation built-in and you can avoid further legal proceedings.

15.3 **Non-Solicitation.** Neither party shall solicit for employment or hire the other’s current or future employees, either directly or indirectly, during the Term of this Agreement, without obtaining the other’s prior written approval. Should an employee change employment from one party to the other, the new employer shall pay the old employer a fee equivalent to Twenty Percent (20%) of the employee’s new compensation, annualized for the first year.

☞ You must decide which state governs this Agreement and where any legal action would be taken. Generally, it is your (company’s) state of residence.

15.4 **Governing Law & Jurisdiction.** This agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of [State], without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of [State]. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

☞ This Agreement is intended to be the only Agreement and that no other documents or communications are binding. Therefore, it is very important to make sure that everything [Company] and [Client] have agreed to be included in this Agreement. Otherwise, it is as if it were not agreed to.

15.5 Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

☞ Any changes to this Agreement must be in writing and signed by the party against whom that writing is to be used.

15.6 All Amendments in Writing. No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

☞ All notices between the parties must be in writing and either delivered in person or by certified or registered mail, return receipt requested.

15.7 Notices. Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

☞ In the event of a lawsuit or any legal proceeding involving this Agreement, the losing party will have to pay the winning party his or her costs and expenses, including reasonable attorney fees.

15.8 Costs of Legal Action. In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

☞ Legal remedies, i.e., money damages, may not be sufficient; therefore, both parties agree to equitable remedies such as an injunction where the breaching party would be required to do or not to do something.

15.9 Inadequate Legal Remedy. Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

☞ Assuming the parties wish to use Arbitration in the event of a dispute, the following section should be included. You take your chances with an arbitrator, but it keeps legal costs down and keeps you out of a drawn out legal process.

15.10 Arbitration. Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in [County], [State] in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. Both parties intend that this Agreement to arbitrate be irrevocable.


☞ Merely delaying to bring an action that one party has a right to bring does not cause that party to lose or waive his right to pursue that action.

15.11 Delay is Not a Waiver. No failure or delay by either party in exercising any right, power or remedy

under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

- ☞ Neither party will be blamed if there is a problem resulting from something beyond its control, such as an earthquake, flood, war.

15.12 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a “Force Majeure Event”), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

- ☞ This section limits the ability of either party to transfer any of its rights or delegate any of its duties to third parties.
- ☞ You want to make sure  you can sell your business along with all of the relationships you have developed along the way. (Often these relationships can add tremendous value to your business and you want to make sure that all of your agreements can be transferred to the new owners.) I wouldn't want to seek (let alone pay for) permission to sell my company.
- ☞ Generally, neither party may assign their respective rights to a third party; however, with the possible exception of assignment to a successor corporation or partnership, either party may transfer its rights or obligations under this Agreement without the approval of the other party. This Agreement would be binding on the 3rd party.
- ☞ However, you may want to limit each other's ability to pass along this deal to another possibly unknown and possibly unfriendly entity. The second paragraph prevents unauthorized transfer of responsibilities...
- ☞ CHOOSE one or the other of these two following paragraphs.

15.13 Assignability & Binding Effect. Except as expressly set forth within this Agreement, neither party may transfer or assign, directly or indirectly, this Agreement or its rights and obligations hereunder without the express written permission of the other party, not to be unreasonably withheld; provided, however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

- ☞ ~ OR ~
- ☞ This paragraph DOES NOT ALLOW either party to transfer its rights to a successor company without prior approval.

15.13 Non-Assignability & Binding Effect. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.

- ☞ If any part of this Agreement is unenforceable or invalid, the balance of the Agreement should still be enforced. Basically, ignore any sections that are invalid.

15.14 **Severability.** If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

☞ The headings of the various sections are meant to explain or otherwise give meaning to those sections; they are for convenience only.

15.15 **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies described in this section and allowed under applicable law.

15.16 **Headings.** The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

☞ Every copy shall be just as valid as the original.

15.17 **Counterparts.** This Agreement may be executed in multiple counterparts, any one of which will be considered an original, but all of which will constitute one and the same instrument.

☞ Even after the termination of the Agreement, the parties may still have certain responsibilities such as keeping information confidential.

15.18 **Survival of Certain Provisions.** The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

[Company]

VAR

[Owner/Founder]

VAR Name

Title

Title

Exhibit A

Products & Prices

▪ [Products]	\$000.00
▪ [Products]	\$000.00
▪ [Products]	\$000.00
▪	

