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# White Label SaaS Agreement Template

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Date: [Date]

Between:

- [Supplier Name], a [Supplier Type] with its principal place of business at [Supplier Address] (the "Supplier")
- [Reseller Name], a [Reseller Type] with its principal place of business at [Reseller Address] (the "Reseller")

## 1. Product and Branding:

- The Supplier agrees to provide the Reseller with the white-label SaaS product described in Appendix A (the "Product").
- The Reseller has the right to brand the Product with its own trademarks, logos, and branding guidelines, as provided separately. The Supplier grants the Reseller a non-exclusive, non-transferable license to use the Product solely for resale under the Reseller's brand.

## 2. No Partnership:

- This Agreement does not create a partnership, joint venture, or agency relationship between the parties. The Reseller acts as an independent contractor.

## 3. Exclusivity (Choose One):

- ☐ Exclusive: The Supplier grants the Reseller the exclusive right to market and sell the Product within the territory of [Territory].
- ☐ Non-Exclusive: The Supplier retains the right to market and sell the Product directly or through other resellers.

## 4. Intellectual Property:

- The Supplier retains all intellectual property rights in and to the Product, excluding the Reseller's branding elements. The Reseller retains all intellectual property rights in its trademarks, copyrights, and branding. This Agreement does not transfer any IP rights except for the limited license granted in Section 1.

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#### 5. Warranties:

- The Supplier warrants that the Product will be of acceptable quality, free from material defects, fit for its intended purpose, and safe for use.
- The Supplier warrants that the Reseller's use and resale of the Product, under the terms of this Agreement, will not infringe upon the intellectual property rights of any third party.

#### 6. Repairs and Replacements:

- In the event of a material defect in the Product reported by the Reseller within [Number] days of the Reseller's provision to their end-user, the Supplier will, at its sole discretion, either repair or replace the defective Product within a reasonable timeframe. This is contingent on the Reseller providing sufficient evidence of the defect.

#### 7. Pricing and Payment Terms:

- The Reseller will purchase the Product from the Supplier at the wholesale price(s) outlined in Appendix B.
- Payment terms are [Payment Terms, e.g., net 30 days from invoice].

#### 8. Customer Support:

- The Reseller will be primarily responsible for providing first-line customer support to its end-users.
- The Supplier will provide second-line technical support to the Reseller to assist with complex issues related to the Product's functionality.

#### 9. Service Level Agreement (SLA):

- The Supplier will use commercially reasonable efforts to maintain an uptime of [Uptime Percentage]% for the Product, as outlined in Appendix C.

#### 10. Confidentiality:

- Both parties agree to maintain the confidentiality of each other's proprietary information and will not disclose it to any third party without prior written consent.

#### 11. Limitation of Liability:

- To the maximum extent permitted by applicable law, neither party shall be liable to the other for<sup>1</sup> any indirect, incidental, consequential,

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or special damages arising out of or in connection with this<sup>2</sup> Agreement. The Supplier's total liability to the Reseller under this Agreement shall not exceed the total amount paid by the Reseller to the Supplier in the [Number] months preceding the claim.

12. Term and Termination:

- This Agreement shall commence on the Effective Date and shall continue for a term of [Term Length] (the "Initial Term").
- This Agreement may be terminated by either party upon [Number] days written notice if the other party materially breaches this Agreement and fails to cure such breach within the notice period.<sup>3</sup>
- Either party may terminate this Agreement upon [Number] days written notice for convenience after the Initial Term.

13. Governing Law and Dispute Resolution:

- This Agreement shall be governed by and construed in accordance with the laws of<sup>4</sup> [Governing Jurisdiction].
- Any dispute arising out of or in connection with this<sup>5</sup> Agreement shall be resolved through [Dispute Resolution Method, e.g., binding arbitration in [Location]].

14. Entire Agreement:

- This Agreement, including all Appendices, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications and proposals, whether oral or written.<sup>6</sup>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date first written above.

[Supplier<sup>7</sup> Name]

By: [Supplier Authorized Representative Name]

Title: [Supplier Authorized Representative Title]

[Reseller Name]

By: [Reseller Authorized Representative Name]

Title: [Reseller Authorized Representative Title]

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#### Appendices:

- Appendix A: Product Description (Detailed features, functionalities, specifications)
- Appendix B: Pricing and Payment Terms (Wholesale prices, payment schedules, currency)
- Appendix C: Service Level Agreement (Uptime guarantees, support response times, maintenance schedules)