

Awake Reseller and Channel Agreement

These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Commercial Terms

Supplier/reseller: [names/addresses]. Products, channel, territory and excluded accounts: [scope]. Model: [reseller contracts with customer / Supplier contracts and pays channel fee]. Exclusivity: [none or completed conditions]. Pricing/discounts, orders, currency and taxes: [terms]. Support, branding and data roles: [schedule]. Term/renewal and notice: [terms]. Liability/indemnities: [terms].

1. Appointment and authority

Supplier appoints Reseller only within the completed scope. Reseller has no authority to bind Supplier, change license/service promises or appoint subchannels without approval. Identify who signs the customer contract, invoices, collects and bears credit risk; use separate referral terms if Reseller never buys or resells. Exclusivity applies only if expressly granted with performance and lawful scope.

2. Orders and economics

Orders become binding through the stated acceptance process. Record wholesale fees or channel commissions, permitted discounts, billing, returns and chargebacks. Each party bears its identified taxes and duties. Customer pricing discretion and any restrictions require competition-law review; no resale-price control is implied. Renewal attribution and existing accounts are expressly scheduled.

3. Customer obligations and support

Customer receives the actual applicable license/subscription terms before purchase. Allocate onboarding, support tiers, incident response, SLA credits and refunds. Reseller cannot promise unsupported uptime or source rights. Supplier remains responsible for obligations it undertakes. Preserve authorized customer continuity on channel departure.

4. Brands and data

Supplier grants a limited approved marketing license, revocable for misuse, without ownership transfer or endorsement of unrelated activity. Each party handles contact and customer data only for lawful agreed purposes; add a DPA if needed. Protect confidential pricing and technical material. Approval is required for public claims and sublicensing.

5. Performance and ending

Define reporting, objective targets, cure and consequences of missed targets. Termination notice, breach cure, outstanding orders, stock/licenses, customer renewal rights, earned margin/commissions and transition are [terms]. No unilateral confiscation of earned amounts or customer information occurs. Classify the real relationship for franchise, agency or distribution rules before launch.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].