

IN-ITsft02

## **Software distribution agreement**

**Dated:** [\[Date\]](#)

# Contents

Date

Parties

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Schedule 1      Products and prices;

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**This agreement is dated:** [date]  
**It is made between** [Company name]  
**Of** [Address] (“The Company”)  
**And** [Distributor’s name]  
**Of** [Address] (“The Distributor”)

**These are the agreed terms:**

## **1. Definitions:**

These definitions apply unless the context indicates otherwise:

- “Company” Name of Company
- “Confidential Information” means all information about a party to this agreement. It includes among other things: information about staff, their personal contact information, and businesses, methods of doing business, .
- “Software” means “Name of Software” computer software and all its present and future versions offered for sale .
- “Territory” means the city / province.
- “Price” / “Prices” means the prices at which the Company sells the Products to the Distributor, 1 .

## **2. Summary of agreement:**

- 2.1. The Company hereby appoints Distributor, and Distributor hereby accepts the appointment by the Company, to be a non- ( ).

2.2. Distributor agrees to market, sell and install ( ).

2.3. This agreement is subject to the approval of the general body of the shareholders of the Company and if it is not ,

### 3. Company's conditions of supply

3.1. The Distributor shall not be entitled to discharge its obligations and duties under this Agreement through sub-distributors. However, if at all there is no possibility of avoiding such appointment then such sub-distributors

3.2. The Company will not be responsible for or concerned with the dealings between the Distributor - / ;

3.3. The Distributor will continue to remain liable to account to the Company in respect ;

3.4. The Sub-Distributor/Channel partner will sell the products at ;

3.5. The Sub-distributor/Channel partner will render an account of the software copies received for sale - ;

3.6. If any item of the software is found defective and is rejected by the customer, the sub-distributor will inform the distributor accordingly for ;

3.7. The sub-distributor shall act faithfully to the distributor and try his best ;

3.8. All complaints received from the customers will be promptly conveyed by the Sub-distributor to ;

3.9. The sub-distributor shall not give any warranty

;

3.10. If any legal proceedings are taken against the sub-

, -

;

3.11. The sub-distributor will sell the

;

3.12. The Distributor will be obliged to send

- ( );

3.13. On termination of the agreement between the Company and Distributor  
or between Distributor and the sub-

-

,

- .

## 4. Payment terms

4.1. Distributor shall pay for the value of software [ ]

[ ];

4.2. In the event of failure of

;

:

4.3. suspend all

;

/

4.4. sell any goods

;

4.5. charge interest at the rate [ ]

.

## 5. Distributor's deposit, commission and payment terms thereof

- 5.1. The Distributor shall submit with [ ];
- 5.2. The said Security Deposit shall be refunded to the Distributor within one month of the termination of / ;
- 5.3. The amount of security deposit is subject to forfeiture in the ;
- 5.4. The Distributor shall be obliged to submit ;
- 5.5. The Company shall upon receipt of such payment be obliged to ensure delivery of software product - 7 ;
- 5.6. The Distributor shall be responsible for coordination between the - ;
- 5.7. The Distributor shall be :
- 5.7.1 [Describe rate of compensation]
- 5.8. The Distributor shall submit an Invoice to the Company [ ] ;
- 5.9. The entitlement of the Distributor to the Commission ;

5.10. The Commission amount payable to the Distributor is inclusive

;

5.11. The Company shall be entitled to

;

5.12. The software product on offer for

15

;

5.13. If at all the Company has to make any refunds as a consequence to

,

.

## 6. Distributor's warranties

6.1. The Company will initially send to the Distributor [number] copies of the software - ;

;

6.2. The Distributor agrees that it

:

6.2.1 Sell any other software ,

,

;

6.2.2 Be involved in any way in the distribution

;

6.2.3 Sell the goods outside the Territory;

6.3. The Distributor shall be obliged to deliver

;

6.4. The Distributor is expressly barred from accepting

;

6.5. The Distributor shall be obliged to receive all payments / ;

6.6. Under no circumstances, the Distributor shall install the demonstration copy

## 7. Duration and termination:

The duration of this agreement shall be 4 :

7.1. by [months] ;

7.2. on [days] notice by the Company [ ] ;

7.3. immediately if the other ;

7.4. immediately if the other party being the , ;

7.5. immediately, if the , ;

7.6. If the other ;

7.7. If the Distributor

## 8. Product Warranties:

8.1. The Company provides an express limited twelve- (“ ”);

8.2. Distributor accepts such



8.3. Distributor agrees to extend the then current

-

;

8.4. Distributor agrees to represent software properly in accordance

-

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## 9. Non Competition

9.1. The Parties recognize that the scope

:

9.2. Distributor shall not solicit customers for

;

9.3. Distributor or any of its agents, partners, directors shall be under strict

,

;

9.4. The Company shall not directly or through

.

## 10. Customer service

10.1. Distributor agrees that software requires installation, ,

-

;

10.2. Distributor will provide prompt and expert installation and service support

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## 11. Trademarks

11.1. Distributor acknowledges that the Company

;

11.2. Distributor acknowledges the validity of the

;

11.3. Distributor agrees not to remove

,

;

11.4. Distributor is hereby granted a non-exclusive right to use, in connection with the software, such

;

11.5. Distributor will not use any such trademark or logo in conjunction

/

(

)

;

11.6. Distributor acknowledges that the goodwill associated with the names

,

;

## 12. Further development

The Company reserves the right, at any time, to make

,

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## 13. Relationship of parties

13.1. The Company and the Distributor are independent

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;

13.2. The arrangement created by this agreement is

;

13.3. This agreement contains the entire

;

13.4. Each party acknowledges that, in entering into this \_\_\_\_\_ , \_\_\_\_\_ ;

13.5. The Distributor shall not transfer its \_\_\_\_\_ ;

13.6. The Distributor may describe itself as the Company's " \_\_\_\_\_ " \_\_\_\_\_ .

## 14. Terms of sale:

Distributor agrees to abide \_\_\_\_\_ , \_\_\_\_\_ .

## 15. Confidentiality

15.1. Distributor hereby acknowledges that Company has made, or may make, available to the Distributor certain \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ / \_\_\_\_\_ , \_\_\_\_\_ / \_\_\_\_\_ ;

15.2. Distributor acknowledges that this information has independent economic value that is not generally known to the \_\_\_\_\_ , \_\_\_\_\_ ;

15.3. Except as essential to Distributor's obligation \_\_\_\_\_ , \_\_\_\_\_ ;

15.4. Except as essential to Distributor's obligations pursuant to \_\_\_\_\_ , \_\_\_\_\_ ;

15.5. Immediately upon request from Company, \_\_\_\_\_ ;

15.6. Distributor further promises and agrees not to solicit Customers

## 16. Indemnification:

Company agrees to indemnify defend and hold

;

16.1. Distributor agrees to indemnify

:

16.2. a breach

;

16.3. The Distributor's sake

-

;

16.4. The sub-dealer's

-

;

16.5. The acts or

-

/

## 17. Governing law/jurisdiction

### The Company

Sign:

Name:

Title:

WITNESS / ATTEST:

By: \_\_\_\_\_

Witness Signature

Dated: \_\_\_\_\_

Distributor:

Sign:

Name:

Title:

WITNESS / ATTEST:

By: \_\_\_\_\_

Witness Signature

Dated: \_\_\_\_\_

# Schedule A

## Product warranty for Company Distributors

### 1. Warranty terms

1.1. ,

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1.2.

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1.3.

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1.4.

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1.5.

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1.6.

1.7. the software is not used under normal use;

1.8.

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1.9.

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;

1.10. , " " , ' ' ; ;

1.11. ;

1.12. ;

1.13. ;

1.14.

1.15. are not supplied or authorized by Company;

1.16. ,

1.17. causes a diminution or degradation in functionality;

1.18. , , , / ;

1.19. , ;

1.20. ;

1.21. ( )

1.22. , ; , ,

( )

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1.23.

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1.24.

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## 2. Conditions concerning use of software

2.1.

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2.2.

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2.3.

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2.4.

2.5.

2.6.

2.7.

### 3. Fraud / unauthorized use

\_\_\_\_\_  
Distributor's signature

\_\_\_\_\_  
Name and title

## Schedule B

### Terms of sale

1. : , ;
2. : ;
3. : ( ) ;
  - 3.1. , ;
  - 3.2. delays Company's performance, or
  - 3.3. ;
  - 3.4. , ;

4. Title : -  
( / ).

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**10.**

10.1.

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10.2.

(        );

**11.**

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\_\_\_\_\_

Distributor's signature

\_\_\_\_\_

Name and title

# Explanatory notes:

## Software distribution agreement

### General notes:

1. The Companies Act, 1956 puts certain restrictions on the appointment of a  
:
  - a) No sole selling agent can be appointed for more than 5 years at a time,  
though such appointment can 5 ;
  - b) The appointment is subject to approval of general ;
  - c) Approval can be obtained ;
  - d) If after the appointment, the general body does  
, ;
  - e) The terms and conditions of the appointment are subject to approval by  
the Central Government, which  
;
  - f) The Company can appoint such agents more than one in number in any  
area but the  
;
  - g) A company is also prohibited from paying,  
:
    - i) The appointment is illegal;
    - ii) The agent resigns due to reconstruction or its amalgamation with  
any other company  
;
    - iii) The agent  
;
    - iv) The agent is  
;
    - v) The agent  
;

h) The government can prevent a \_\_\_\_\_ ,  
\_\_\_\_\_ ;

i) A Company cannot appoint an agent, \_\_\_\_\_ ,  
\_\_\_\_\_ ;

j) A company having a \_\_\_\_\_ 5  
\_\_\_\_\_ .

2. The agreement provides for the appointment \_\_\_\_\_ -  
\_\_\_\_\_ /  
\_\_\_\_\_ ;

3. We have kept the duration of the agreement as 4 years  
\_\_\_\_\_ 5 .  
4 \_\_\_\_\_ 5  
\_\_\_\_\_ ;

4. There is no special Article  
\_\_\_\_\_ .

**End of notes**