# Fresh Relevance: Reseller Order Confirmation

This is just an example. When you send an order, we will email you with an estimate of when it should be processed. Then, if all is well, we will accept the order and send you an Order Confirmation based on this document.

THIS AGREEMENT includes these Fresh Relevance documents:

- 1. Reseller Terms and Conditions at <a href="http://www.freshrelevance.com/contact/legal">http://www.freshrelevance.com/contact/legal</a>
- 2. User Terms and Conditions at <a href="http://www.freshrelevance.com/contact/legal">http://www.freshrelevance.com/contact/legal</a>
- 3. Common Terms and Conditions at <a href="http://www.freshrelevance.com/contact/legal">http://www.freshrelevance.com/contact/legal</a>

THIS AGREEMENT is entered into on the Commencement Date: [Date].

#### **Between Parties:**

The Provider is Fresh Relevance Ltd, a company incorporated in England and Wales, registration number 07754049, having its registered office at 2 Venture Rd, Southampton Science Park, SO16 7NP, UK. It can be contacted as described here: http://www.triggeredmessaging.com/contact

The Reseller is [company name], a company incorporated in [England and Wales] (registration number [number]) having its registered office at [address]].

## **Background**

The Provider and the Reseller wish the former to appoint the latter as its non-exclusive reseller for the provision of the Fresh Relevance System to Reseller's Clients

### **Financial Terms**

Fresh Relevance agrees to discount our published prices by 40% (Reseller Discount). Payment is due 30 days net.

Reseller discount applies to all software, subscription and licence costs published on the Fresh Relevance website at the time of this agreement. The Reseller discount may not apply to new products and services that are added in the future.

The Reseller discount does not apply to any professional services work that Fresh Relevance may undertake on the Reseller or the Clients behalf. This includes any custom configuration work required to implement the Fresh Relevance solution in a specific environment.

### Support

## **Minimum Term**

The Minimum Term shall be the period of 12 months following the Commencement Date.

### **Client Accounts**

The Reseller can create the following Fresh Relevance Client Accounts:

1. A reasonable number of free Demonstration Accounts, for demonstrating the

system

- 2. A reasonable number of free Trial Accounts, so potential clients with a realistic chance of using the Fresh Relevance system can try the system. One account is allowed per potential customer, for a maximum of six weeks (the official one month trial period plus a bit of leeway) without getting written permission from the Provider.
- 3. Any number of paid Client Accounts, licensed to the Reseller's Clients.

NB: The Resellers' actions in respect of this agreement are covered by the Reseller Terms and Conditions. In addition, all use of the Fresh Relevance System, including these accounts, is covered by the User Terms and Conditions.

## **Reseller Representative:**

[Names, job titles and contact details]

## **Provider Representative:**

[Names, job titles and contact details]