**Distribution Agreement**

This Distribution Agreement (hereinafter „**Agreement**“) is made on the last date of signature below between:

**[INSERT: name of Party A, B, C, D and/or E in bold]**, a company incorporated in [INSERT: country] and registered in commercial registry under number [INSERT: registration number], whose registered office is at [INSERT: address] (hereinafter „**Company**“); and

**[INSERT: name of Contractor]** *[COMMENT: Contractor may be one of the Parties, their Affiliated Entity or a third party.][TIP: if the Contractor is a third party, it must be listed in Annex “List of Third Parties” of the Multi-Party Collaboration Framework Agreement]*, a company incorporated in [INSERT: country] and registered in commercial registry under number [INSERT: registration number], whose registered office is at [INSERT: address] (hereinafter „**Contractor**“); and

hereinafter also referred to individually as „**Party**“ and collectively as „**Parties**“.

WHEREAS:

1. Company is in the business of, among other things, [manufacturing, distributing, licensing, and promoting products and services in the field of] [INSERT: Company’s industry or field of activity];
2. Contractor has the financial and technical capabilities, and the skills and knowledge required to carry out value addition to and dissemination of Products pursuant to the provisions of this Agreement.
3. Company wishes to appoint Contractor and Contractor wishes to be appointed as a preferred partner for disseminating the Products in and for the Customers and End-Users in the Territory.

IT IS AGREED AS FOLLOWS:

1. **Definitions**

## [Capitalized words and phrases used in this Agreement shall have the same meanings as are ascribed to them in the Framework Agreement, unless new words or expressions are introduced in this Agreement. *[TIP: leave this clause in if you want the capitalised words defined in the Multi-Party Collaboration Framework Agreement to have the same meaning in this Agreement. Otherwise this Agreement uses its own definitions.]*]

## In this Agreement, unless inconsistent with or otherwise indicated by the context, the following expressions have the meaning set opposite below:

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| **Agreement:** | this document, including its Annexes and sub documents, as amended from time to time in accordance with this Agreement. |
| **Company’s Maintenance and Support Agreement:** | the standard agreement provided by Company that governs the maintenance and support service to be provided by Company to Contractor or its resellers and by Contractor or its resellers to the Customer and End-Users, as provided in Annex “Company’s Maintenance and Support Agreement”. |
| **Customer:** | any party that has issued an order to Contractor, or any of its resellers, for purchasing a Product or a Customer License. |
| **Customer Agreement:** | the agreement signed between Contractor, or Contractor’s reseller, and the Customer, governing the terms and conditions of Customer License. The contents of the Customer Agreement will be provided by Company on a case by case basis and any changes to the provided content must be approved by Company. Company’s standard Customer Agreement is provided in Annex “Customer Agreement”. |
| **Customer License:** | a permission to use a copy of the Product for Customer’s own internal purposes to the extent as necessary for the normal use of the relevant Product, and, as far as technically essential, to maintain such Product [and to create interacting interoperable Software for Customer’s own end-use]. If the Product contains Software, the Customer License covers only the use of Object Code therein, unless expressly agreed otherwise in this Agreement. |
| **Documentation:** | all physical or electronic documents relating to the Product, including but not limited to product marketing material, product descriptions, operation and administration manuals, designs, specifications and user acceptance tests. |
| **End-User:** | a natural person who uses the Product on behalf of the Customer under the Customer Agreement. |
| **Framework Agreement:** | the Multi-Party Collaboration Framework Agreement concluded between [some of] the Parties on [INSERT: date of entry into force] |
| **Marks:** | the Company’s service marks, trademarks, trade names and logos, industrial designs, corporate slogans, graphics, photos, drawings, shapes, colours, sounds and other perceptible characteristics or trade dress elements identifying the Company, Products or the qualities thereof. |
| **Opportunity:** | an opportunity to sell a Product or Customer License to a potential Customer in the Territory that Contractor and its resellers have identified and wish to exploit. |
| **Price List:** | the current price list for Product or Customer License, Support Services and other services as provided in Annex “Price List”, and as amended by Company from time to time. |
| **Product:** | a solution as further described in Annex “Product description”. |
| **Support Services:** | the technical and other support services agreed to be provided by Company to Contractor or its resellers, Customers and End-Users as set forth in the Agreement and the Company’s Maintenance and Support Agreement. |
| **Territory:** | the geographic regions where the Contractor is permitted to exercise its distribution rights under this Agreement. Under this Agreement, the term “Territory” shall comprise [all territories globally, i.e. no territories are excluded][INSERT: specific country or region]. |

1. **The object and scope of the Agreement**
   1. This Agreement governs the conditions under which Contractor can sell Products or Customer Licenses.
   2. This Agreement is a sub-agreement to the Framework Agreement and thus subject to the terms and conditions thereof. In case of contradiction, the terms and conditions of the Framework Agreement shall prevail.
   3. Subject to Contractor’s continuing compliance with this Agreement and the specific terms and limitations contained herein, Company hereby appoints Contractor as an authorized reseller of the Products or Customer Licenses in the Territory. *[TIP: in different jurisdictions the terms “reseller”, “distributor”, “agent” or any of the like may have a different meaning. Please consult a local legal professional to choose the most suitable term.]*
   4. Contractor hereby accepts such appointment and agrees to sell the Products or Customer Licenses to Customers subject to the provisions and conditions of this Agreement.
   5. [*OPTION:* The Company reserves the right to appoint any other person within the Territory as Company’s authorized reseller of the Product, i.e. the Company may exercise the distribution rights in the Territory in parallel with the Contractor and appoint other authorized resellers to do the same.][*OPTION:* The owner shall not, during the life of this Agreement, appoint any other person within the Territory as Company’s authorized reseller of the Products. *[COMMENT: Use this option only if the Contractor is granted exclusive rights to act in the Territory.][TIP: Check for compliance with applicable competition laws.]*]
2. **Distribution rights**
   1. By appointing Contractor as its authorized reseller, Company hereby grants to Contractor, and Contractor hereby accepts, the rights for Contractor to engage in the following activities within the Territory:
      1. market Products in order to increase sales,
      2. [*OPTION: [COMMENT: use this option if the Products are tangible objects subject to ownership rights, e.g. mobile device accessories, spare parts, computer disks and other hardware]* sell copies of the Products to Customers [*OPTION:* as purchased from the Company by Contractor *[COMMENT: use this option if Contractor buys Products from the Company and sells them to Customers in its own name]*] [*OPTION:* on behalf of the Company *[COMMENT: use this option if Contractor acts as Company’s representative in selling the Products to Customers. If the Products are sold to the Customer directly by the Company, then this clause and the rest of the Agreement need to be revised accordingly.]*], including the related Documentation.]
      3. [*OPTION: [COMMENT: use this option if Products are intangible objects subject to Intellectual Property Rights, e.g. software source code or object code, data, digital photos etc]* sell Customer Licenses to Customers for use of copies of Products by such Customers pursuant to the terms and conditions of the Customer Agreement. *[COMMENT: This option is designed for the case when the Products are licensed to the Customers directly by the Company under the Customer Agreement and the Contractor merely collects payments for selling Customer Licenses to Customers. If the Contractor grants Customer Licenses to Customers in its own name and under its own license as a sub-licensee of the Company, then this clause and the rest of the Agreement need to be revised accordingly.]*]
      4. [*OPTION: [COMMENT: use this option if Products are sold as services, e.g. software as a service by means of cloud computing]* provide Products as services to Customers. *[COMMENT: use if Contractor provides Products as services to Customers in its own name. If the services are provided to the Customer directly by the Company, then this clause and the rest of the Agreement need to be revised accordingly.]*]
      5. provide technical and customer support and maintenance services for the use of Products to Customers and End-Users.
      6. otherwise promote Products as may be reasonably expected by the Company from time to time.
   2. Company acknowledges that Contractor sells products and services through a global network of resellers, and authorizes Contractor to disseminate the Product to Contractor’s contracted resellers, for onward dissemination to Customers.
   3. The Parties agree that Contractor has the right to disseminate the Product in conjunction with its own products and services, or with products and services of third parties as listed in Annex “Third party products and services”. *[TIP: if the Products contain Software, please verify that the dissemination of Products in conjunction with the Contractor’s or third party’s products and services is in compliance with clause “Specific provisions regarding licensing of Software” of the Multi-Party Collaboration Framework Agreement (specific provisions regarding Source Code, Object Code and API).]*
3. **Contractor’s main obligations and conduct of business**
   1. Contractor shall:
      1. use its best efforts to promote and sell Products or Customer Licenses, and to identify Opportunities thereof with the highest priority and to devote such resources as is reasonably necessary for this purpose;
      2. in case of selling Customer Licenses, have a Customer Agreement in place with each Customer (and its End Users). Within ten (10) days of Contractor’s execution of each Customer Agreement with a Customer or End User, Contractor shall register such Customer or End User with Company by submitting to Company a copy of the Customer Agreement as executed by both Contractor and the Customer or End User. Contractor shall promptly notify Company of any breach of any Customer Agreement affecting the Products and Documentation or Company’ rights therein, and cooperate with Company in any enforcement action.
      3. deliver First and Second Level Support as defined in Company’s Maintenance and Support Agreement, to Customers and End-Users, provided that Company shall continue to provide the Second and Third Level Support, as the case may be. The Contractor shall enter into a maintenance and support agreement with the Customer (and its End-Users), the contents of which are substantially the same as of the Company’s Maintenance and Support Agreement for providing Support Services.
      4. provide an adequate organization for disseminating the Products or Customer Licenses, with all necessary means and personnel, in order to ensure the fulfillment of its obligations throughout the Territory under this Agreement.
      5. exercise its best independent business judgment in rendering services to its resellers, Customers and End-Users;
      6. avoid deceptive, misleading, or unethical practices which are or might be detrimental to Company or its Products;
      7. refrain from making any representations, warranties, or guarantees to Customers and End-Users on behalf of Company, unless expressly permitted to do so by the Company at least in a format which can be reproduced in writing; and
      8. conduct business in a manner that reflects favorably at all times on the Products and reputation of Company.
4. **Proprietary rights and licenses**
   1. **Ownership**. Except for the rights expressly granted to Contractor hereunder, all right, title and interest in and to the Product and Documentation, and all copies thereof, and any modifications thereto and translations thereof (whether made by Company, Contractor or any third party), and Marks, know-how including but not limited to all rights in patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights applicable thereto, shall be and remain exclusively owned by Company or its licensors as the case may be.
   2. **Use of Documentation**. Company hereby grants to Contractor, and Contractor hereby accepts, a[n exclusive][non-exclusive] license for Contractor to use, modify, translate and reproduce the Documentation for the sole purpose of marketing, disseminating, installing or implementing and using the Products as permitted hereunder, including the incorporation of the Documentation, in whole or in part, in documentation created by or for Contractor for use together with the Products. Company shall have the right to approve any substantive changes to the Documentation prior to any disclosure of the same to Opportunities and Customers. Contractor shall place a notice in any document incorporating the Documentation, in whole or in part, that such document contains copyright protected material of Company. Contractor agrees not to delete, remove or modify any copyright, trademark or other proprietary notice affixed to or displayed on the Product and Documentation, or any part thereof, and agrees to ensure that such notice is reproduced upon each copy, or portion thereof, of the Product and Documentation permitted to be made hereunder.
   3. **Use of Marks**. Company hereby grants to Contractor, and Contractor hereby accepts, a[n exclusive][non-exclusive] license for Contractor to use, publicly display and reproduce Marks in any documentation, sales literature, product information or promotional materials created by Contractor in connection with performing its distribution rights in the Territory as provided in this Agreement. Company shall have the right to inspect and approve such documentation, sales literature, product information or promotional materials prior to any disclosure of the same and to require such changes as Company may deem necessary or appropriate to protect the Marks. *[TIP: Parties may conclude a separate license agreement, to further specify the use of Marks.]*
   4. **Guidelines and Instructions**. With respect to the rights granted under this Agreement, Contractor further agrees to comply with any usage guidelines and instructions communicated by Company to Contractor from time to time and to fully correct and remedy any deficiencies in its use of Marks or Documentation upon reasonable notice from Company.
   5. **Limitations**. Contractor’s use of Marks under permission shall inure solely to the benefit of Company or Company’s licensors as the case may be. Contractor acknowledges Company’s, or Company’s licensors’ as the case may be, sole ownership of Marks and any Intellectual Property Rights therein and thereto worldwide and all associated goodwill. Contractor agrees not to take any action that is in derogation of any of the rights of Company or Company’s licensors or that would unreasonably harm such goodwill. All Marks shall remain in their exact form and shall not be translated into any other language by Contractor without express prior written permission of Company. The Contractor hereby agrees neither to register, nor to have registered, any Marks or any other objects and any Intellectual Property Rights therein or thereto that belong to the Company (or which are confusingly similar with the Company’s), in the Territory or elsewhere. *[TIP: The last limitation should be checked for compliance with the technology transfer regulation for any contradictions with applicable competition laws.]* If the Product contains Software, then the Contractor agrees not to, and shall assure that its resellers and sub-licensees do not, modify, reverse engineer, reverse compile or disassemble the Products or otherwise attempt to learn the Source Code underlying the Products.
   6. **Obligation to notify**. The Contractor shall notify the Company of any infringement of the Marks or any other objects and any Intellectual Property Rights therein or thereto that belong to the Company, that come to his notice, and to the best of its ability assist the Company in its efforts to stop such malpractices.
5. **Support Services**
   1. Subject to a purchase order from Contractor, Company will provide Contractor with the Support Services set forth below:
      1. Company agrees to provide reasonable sales and marketing support to Contractor for Contractor to be able to identify, create Opportunities and successfully transform Opportunities into sales.
      2. Company will train Contractor’s personnel on the Product functionalities, features and sales strategies, so as to enable them to carry out First and Second Level Support as defined in Company’s Maintenance and Support Agreement, at Company’s then current rates for such services. These trainings will be held at Company’s premises or at Contractor’s premises, as agreed on a case by case basis. All travel and subsistence that may be required for Contractor’s employees to attend the training will be borne by Contractor. The Parties have agreed that only the first training, whereby the Company shall train up to [10][20][30] employees from Contractor’s organization at Contractor’s premises, shall be held at no charge for the Contractor.
      3. Company will also provide Customers with training in the operation, maintenance and support of the Products at Company’s then current rates for such services.
      4. Company shall provide to Contractor the Second and Third Level Support as defined in Company’s Maintenance and Support Agreement at Company’s then current rates for such services.
   2. In addition, Company, on its own initiative, agrees to:
      1. develop, maintain and regularly update the service manuals for First and Second Level Support as defined in Company’s Maintenance and Support Agreement.
      2. dedicate the necessary resources for the continuous development, enhancement and advancement of the Product.
      3. [update the Product to the extent that the Product can match or outperform the competing solutions, and submit the updated version of the Product not later than [6][9][12] months from the date of having been notified by Contractor of required improvements.]
   3. The procedure of ordering and provision of Support Services may be further specified in the Company’s Maintenance and Support Agreement.
6. **Terms of purchase**
   1. Contractor agrees to purchase from Company, and Company agrees to sell to Contractor the Products or Customer Licenses and other services, as the case may be, set forth in the purchase orders submitted by Contractor and accepted by Company from time to time, pursuant to the terms of this Agreement at the relevant price set forth in Company’s Price List or the project or Customer specific pricing that may be provided to Contractor by Company. Each purchase order shall be duly prepared and sent to Company by Contractor at least in a format which can be reproduced in writing[ to electronic mail address only]. Each purchase order shall be irrevocable upon written acceptance by Company.
   2. All Products or Customer Licenses and other services purchased by Contractor hereunder will be delivered by Company to Contractor in accordance with the applicable purchase order.
   3. The prices charged by Contractor to Customers for the Product or Customer Licenses or other services, and any related services, shall be at the sole discretion of Contractor with limitation to follow the competitive market rules and the local laws and regulations applicable in the Territory. Company may request Contractor to share Customer and End User related information including pricing, and Contractor shall supply such information to Company upon request.
   4. Unless explicitly stated otherwise, all prices provided under this Agreement are in Euros and all invoices shall be payable by Contractor in Euros.
7. **Payment conditions**
   1. In remuneration for the rights and services received and purchase orders performed under this Agreement, Contractor shall pay to the Company a monthly fee, excluding taxes, [in the amount of [INSERT: amount] Euros][in accordance with the Price List].
   2. Unless otherwise agreed in written form, the monthly fee covers any expenses incurred by the Contractor in fulfilling its obligations under this Agreement (such as telephone, office expenses, travel expenses, etc.).
   3. [INSERT: percentage] % of the monthly fee shall be considered as fee for the Customer Licenses and [INSERT: percentage] % of the monthly fee shall be considered as fee for Support Services. *[COMMENT/TIP: the fees for licenses and fees for services or purchase of products may be treated differently in terms of taxation in different jurisdictions. Please consult a local legal professional to choose the most suitable pricing model.]*
   4. [The Contractor shall provide the Company with a report of data that will let the Company determine the value (traffic, completed sales, revenues, etc.) derived from all the Customer Agreements concluded by the Contractor or its resellers. The report is due in respect of each calendar month by the [3rd][5th][7th] day of the following month. *[COMMENT/TIP: use only if the monthly fee is based on the amount of Customer Agreements concluded or the transactions made there under and the Company has no other means but the Contractor’s monthly reports to calculate the final amount of the monthly fee. Otherwise revise.]*]
   5. [Contractor will use and implement reasonable tracking mechanisms in order to permit Company to accurately track Customers[ linking from the Contractor’s site to the Company’s site and] purchasing Products, in order to correctly calculate the respective monthly fee payable to the Contractor. [*[COMMENT/TIP: use only if the monthly fee is based on the amount of Product purchase transactions made under Customer Agreements and the Company needs access to the Contractor’s data in order to calculate the final amount of the monthly fee.*]
   6. The Contractor shall pay the monthly fee to the Company on the basis of invoices issued by the Company[, as assessed and determined by Parties on the basis of monthly reports provided by the Contractor *[COMMENT/TIP: add this text only if you chose to opt in for the Contractor’s monthly reports above]*]. The Company shall issue an invoice on the [10th][15th] day of the month following the relevant month for which the monthly fee is earned. Contractor shall pay these invoices within [14][30] calendar days from the date of issuance of Company’s invoice.
   7. Contractor agrees to pay all taxes and fees levied or based upon the sales of Products or Customer Licenses and other services under this Agreement, or any part thereof, including any property, sales or use tax, except for any tax levied or based upon the income of Company.
   8. If any Party fails to make any payment due to another Party under this Agreement, without prejudice to any other right or remedy available to that other Party, that other Party may charge interest (both before and after any judgement) on the amount outstanding, on a daily basis *[OPTION:]* [at the rate of [4] per cent of the due payment per annum (365 days)] *[OPTION:]* [in accordance with the Estonian Law of Obligations Act]. That interest will be calculated from the date of last date for payment to the actual date of payment, both dates inclusive, and will be compounded quarterly. The Party that is late paying will pay that interest on demand.
8. **Warranties and limitations of liability**
   1. Company grants to Contractor, and hereby permits Contractor to pass through to each Customer and End User, the following sole and exclusive warranties concerning the Product or Customer License, Documentation, Support Services and other services delivered by Company to Contractor pursuant to this Agreement, which warranties supersede any other oral or written representations, warranties, marketing presentations or other information submitted to Contractor:
      1. [Company warrants that the Software contained in Products will perform under normal usage substantially in accordance with its applicable Documentation for a period of [6][9][12] months from its date of Product acceptance by the Customer under this Agreement (the “**Software Warranty Period**”).]
      2. [During the Software Warranty Period, Company shall promptly notify Contractor of any defects or malfunctions in the Product of which it learns from any source. Company shall promptly correct any defects or malfunctions in the Product discovered during such warranty period and provide Contractor’s Customers and End-Users with corrected copies of same, without additional charge. Company's obligation hereunder shall not affect any other liability which it may have to Contractor.]
      3. [Company shall provide to Contractor’s End Users, without additional charge, copies of the Product revised to reflect any corrections or minor enhancements to the Product made by Company during the Software Warranty Period. Such minor enhancements shall include all modifications to the Software contained in Products which increase the speed, efficiency or ease of operation of the Software, or add minor additional capabilities to or otherwise improve the functions of the Software. The categorization of any enhancement as minor or major will be agreed between Company and Contractor on a case by case basis.]
      4. [During and after expiration of the Software Warranty Period, Company shall provide additional maintenance, support and enhancements in connection with the Product, pursuant to the Company’s Maintenance and Support Agreement.]
   2. Company agrees to pass through to Contractor and its reseller’s, any Customer and End User, to the extent permitted, all warranties and maintenance support established by the manufacturer or supplier of any Software components purchased by Company and resold to Contractor hereunder as part of or in conjunction with Products.
   3. In no event shall Contractor indicate to any third party, including any Customer and End User that Company makes any warranties greater than those expressly agreed to be provided by Company herein.
   4. The warranties set forth in the Agreement cover normal use and do not cover failure due to Contractor’s or its reseller’s, Customer’s or the End User’s abuse, misuse, or misapplication, or as a result of service or modification of Product other than by Company or as specified by Company.
   5. The cumulative liability of Company to Contractor for all claims arising under or related to this Agreement, whether in contract, tort or otherwise, shall not exceed the fees paid to Company for the Product. In no event will Company be liable to Contractor for loss of profit *[COMMENT: in Estonian “saamata jäänud tulu” in the meaning of the Law of Obligations Act § 128 section 2]* and any indirect damages or losses, provided such damage was not caused intentionally or by breach of confidentiality obligations as provided in this Agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

*[TIP: if the Parties intend to cooperate in jurisdictions other than Estonia, especially in common law jurisdictions, the Agreement may need to be revised in order to reflect other appropriate mutual and individual warranties, representations and indemnities]*

1. **Confidentiality**
   1. The contents of this Agreement are confidential and may be disclosed by one Party only upon prior consent of all the other Parties. For the protection of this and the rest of the confidential information exchanged between the Parties, the Parties have concluded a Non-Disclosure Agreement on [INSERT: date of entry into force] which shall also govern the confidentiality obligations under this Agreement.
   2. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit any Party from developing, making or marketing products or services that are or may be competitive with the products or services of any of the other Parties; or providing products or services to others who compete with any of the other Parties; as long as those results have not become from a breach of this Agreement. *[SOURCE: IPR Helpdesk Mutual Non-Disclosure Agreement Template 2012 clause 5][TIP: if Parties wish to introduce a more strict non-competition obligation, then it needs to be verified that such non-competition obligation is in compliance with applicable competition laws.]*
   3. Except as otherwise expressly provided in this Agreement, the Parties agree that any press release, public announcement, confirmation or other information regarding this Agreement or the transactions contemplated thereby shall be made only after each Party has approved at least in a format that can be reproduced in writing the time, form and content of any such information to be disseminated to third parties or the public.
2. **Termination**
   1. This Agreement may be terminated by convenience by any of the Parties by giving [90] days prior notice in written form to the other Parties.
   2. Without prejudice to any other rights it may have under this Agreement or in law, equity, or otherwise, each Party may immediately terminate this Agreement in written form if any of the other Parties fails to perform any of its obligations under this Agreement and fails to remedy the default within [15][30][60] days of having received a notice of the default in written form from the non-defaulting Parties;
   3. Without prejudice to any other rights that the Company may have under this Agreement or in law, equity, or otherwise, Company may immediately terminate this Agreement in written form upon the occurrence of any one or more of the following events, constituting a default:
      1. if any government agency or court finds that any products or services as provided by the Contractor are defective or improper in any way, manner or form; or
      2. if actual or potential adverse publicity or other information, emanating from a third party or parties, about the Contractor, the products or services provided by the Contractor, or the use of any Company’s Marks by the Contractor causes the Company, in its sole judgment, to believe that its reputation will be adversely affected.
   4. Upon termination of this Agreement for any reason, Contractor will immediately:
      1. Cease all display, advertising, and other use of Company’s Marks and;
      2. Cease all representations of Company’s Products.
   5. Upon termination, all distribution rights granted under this Agreement will immediately and automatically revert to Company.
   6. Termination of this Agreement will not affect any existing Customer Agreements or maintenance and support agreements in place, and Company and Contractor will continue to service existing Customers under those existing agreements for a period of [12][24][36] months after this Agreement expires.
3. **Notices**
   1. Any notice to be given under this Agreement must be in a format which can be reproduced in writing (e-mail, document print-out, Skype-message etc), unless this Agreement expressly requires the notice to be given in written form (i.e. signed by hand or equivalent).
   2. Notice shall be deemed served, if hand delivered, at the time the notice is delivered in person to the individual or member or officer of the entity for whom it was intended, or, if sent by courier, at the date of signature of the notified Party, or, if sent by registered letter, at the date 3 (three) days after the registered sending, or, if sent by fax or email, at the date after the email was sent, provided the sender does not receive a notice of error or failure to complete the transmission to the correct fax number or email address.
   3. Contact details of the Parties:
      1. Company: name: [INSERT: name] address: [INSERT: address], phone: [INSERT: number], e-mail: [INSERT: address], fax: [INSERT: number];
      2. Contractor: name: [INSERT: name] address: [INSERT: address], phone: [INSERT: number], e-mail: [INSERT: address], fax: [INSERT: number];
4. **Final clauses**
   1. The Agreement shall enter into force on the last date of signature below and shall remain in effect indefinitely, until terminated.
   2. This Agreement is governed by, and is to be construed in accordance with, the laws of the Republic of Estonia without regard to the conflicts of law principles thereof.
   3. No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each respective Party's duly authorised representative.
   4. Any differences between Parties in the interpretation or application of this Agreement will be settled amicably by mutual consultation. In case an amicable settlement cannot be reached, the dispute shall be resolved in the Harju County Court, Republic of Estonia.
   5. None of the Parties may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of all of the other Parties. That consent may not be unreasonably withheld or delayed.
   6. If the Agreement is signed by hand, then the Agreement shall be signed in identical counterparts equal to the number of the Parties, of which each Party shall have one copy.
5. **Annexes**
   1. Customer Agreement
   2. Company’s Maintenance and Support Agreement
   3. Price List
   4. Product description
   5. Third party products and services
6. **Signatures**

|  |  |
| --- | --- |
| **Company:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: [INSERT: name]  Title: [INSERT: title]  Date of signing: [INSERT: date] | **Contractor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: [INSERT: name]  Title: [INSERT: title]  Date of signing: [INSERT: date] |