



# PROPOSAL KIT SAMPLE

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## PRODUCT CO-DEVELOPMENT AND PROMOTION AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

### Recitals

Customer and Company desire to co-produce a new product (the "Software Product" or the "Co-produced Product") using a combination of existing software products created or owned by each respective party and in adherence with the proposed development plan (the "Specifications") as set forth in Exhibit B.

Customer and Company desire to exchange advertising and links, and cross-promote one another using a variety of marketing and advertising services (the "Services") as set forth in Exhibit B.

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Company and Customer hereby agree as follows:

#### 1. Creation of a New Software Product.

Company shall make available select content, documents, templates, and other source or object code ("the Content") for inclusion into a new Software Product using Customer's << Insert Customer's contribution to the Co-development project >>. Customer shall provide technical assistance in the use of the product as well as specific support in aiding Company in the development of the Software Product.

#### 1.1 Advertising and Promotion.

Customer shall arrange for the placement of advertising and promotion of Company and agrees to fulfill the following duties:

**1.1.0** Customer will offer the product on all point-of-sales or any other outlet agreed upon under this agreement.

Company Initials \_\_\_\_\_ Customer Initials \_\_\_\_\_

**1.1.1** Company will offer the product on their point-of-sales and any other outlet agreed upon under this agreement.

**1.1.2** Compensation rates will vary according to Exhibit A.

## **2. Specification and Services Completion.**

“Advertising and Marketing Material” shall mean any programming, coding, graphic design, linking, or other collateral required by either party to fulfill its obligations under the Specifications.

Both parties will use reasonable diligence in any development and promotion (“Advertising and Marketing Material”) and endeavor to complete all agreed-upon materials in a timely manner. Both parties acknowledge that any delivery deadline communicated between parties shall be an estimate, and is not a required delivery date. Both Customer and Company shall retain all intellectual property rights in any logos, graphics, text, images, or other components owned and transmitted to either party for use in fulfillment or creation of Advertising and Marketing Material. Each party shall develop the Advertising and Marketing Material according to and in adherence to any guidelines, styles, or style guides that each party makes use of.

### **2.1 Survivability of Products and Compensation.**

In the event that either party decides to terminate this agreement, each party shall continue to have the right to distribute the existing product through their normal sales channels and according to the compensation provisions set forth in Exhibit A. Neither party will have any right to decompile, copy, reverse engineer, or otherwise continue development on the Co-produced Product.

### **2.2 Notification of Termination.**

In the event that either party decides to terminate this agreement, the terminating party shall give sixty (60) days prior written notification via registered mail of their intent to terminate this agreement.

## **3. Compensation.**

Company Initials \_\_\_\_\_ Customer Initials \_\_\_\_\_

For all Services under this Agreement, Customer and Company shall

## DEMO CONTRACT

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<https://www.proposalkit.com/html/legal-contract-templates/software-development-contracts/software-co-development-contract.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Company Initials \_\_\_\_\_ Customer Initials \_\_\_\_\_

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