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

General Provisions

A. Business Purpose: << Insert the General Summary of this Joint Business Venture. >>

B. Business Scope: << Insert the General Scope of Activities covered by the Joint Venture Agreement. >>

C. Developers desire to enter into this Joint Venture Agreement with Customer pursuant to the terms and conditions set forth in Exhibit B attached hereto (the "Specifications").

Definitions

"Joint Venturers" shall mean all parties listed in the Specifications who are participating in the Joint Venture Agreement and their respective assignees and agents.

"Sales Activity" shall mean all gross sales that occur because of, or arising out of Affiliates made on behalf of this Joint Venture Agreement.

"Deliverables" shall mean all Software or Services provided by either party (as set forth in the Specifications and subject to Developers' Proprietary Rights), documentation, or other materials required to be delivered by either party, as set forth in the Specifications.

"Critical Deliverables" shall mean Deliverables that have a Milestone date, as outlined in the Specifications, that must be transmitted to either party on or before a specific date.

"Affiliate" shall mean any person or entity that conducts sales activity on behalf of one of the parties and is paid directly by one of the parties.

"Joint Profits" shall mean income derived out of this Joint Venture Agreement, pursuant to the terms of Exhibit A, that pertains to Federal or State income tax purposes as determined by the fiscal year the income was derived in.

"Joint Loss" shall mean any loss incurred by the Joint Business Venture, pursuant to the terms of Exhibit A, that pertains to Federal or State income tax purposes as determined by the fiscal year the income was derived in.

"Capital Contribution" shall mean a contribution by one or more of the parties in cash, property or any additional capital contribution made on behalf of this Joint Venture Agreement.

"Source Code" shall mean the readable forms together with make and build files.

"Schedule" shall mean the schedule(s) for completion of the Deliverables, as set forth in the Specifications.

"Delivery" shall mean transmitted by Developers to Customers electronically and in accordance with security measures agreed upon by both parties in accordance with the Specifications.

"Services" shall mean any training, customization, enhancement or other labor performed by Developers as required by the Specifications.

"Error(s)" shall mean malfunction(s) or defect(s) within the Software or a Deliverable that prevents it from conforming to the Specifications.

"Internet" shall mean any system for distributing digital or electronic information to end users via transmission, broadcast or any other form of delivery, whether direct or indirect, known or subsequently developed.

"Specifications" shall mean the specifications for the Product and Services, as detailed and attached to this Agreement as Exhibit B, that includes detailed specifications and instructions for all required Deliverables, features and functionality, and a complete production schedule for each Deliverable and Milestone.

"Term" shall mean the period of time commencing on the Effective Date of this Agreement and continuing indefinitely until this Agreement is terminated.

"Web" shall mean the World Wide Web, containing pages written in hypertext markup language (HTML) and/or any similar successor technology.

"Web Page" shall mean document that may be viewed in its entirety on the Web.

"Web Site" shall mean a collection of interrelated Web pages or documents accessible through a Web page browser, interface or any other similar successor technology.

"Developer's Proprietary Material" shall mean all intellectual property rights in any text, images or other components and/or materials owned by Developers, or which Developers have the legal right to use, that are delivered to Customer, including but not limited to software, related documentation, source code, scripts, object code, logos, graphics or tag lines.

"Customer's Proprietary Material" shall mean all intellectual property rights in any text, images or other components and/or materials owned by Customer, or which Customer has the legal right to use, that are delivered to Developers, including but not limited to software, related documentation, Customer marketing material, logos, graphics or tag lines.

"Developer Code" shall mean all Developer's Proprietary Material or software Source Code existing as of the date of this Agreement that is to be incorporated into the Source Code of the Product. The license terms for Developer Code will be stated in the Specifications.

"Documentation" shall mean all user guides, reference, integration, installation or implementation manuals that describe in detail the operation of the Software that is normally provided by Developers as part of their deliveries to their customers.

"Development Activities" shall mean any activities undertaken by Developers in the development of the Software and Documentation satisfying the Specifications pursuant to this Agreement.

"Enhancements" shall mean error corrections, bug fixes, modifications and updates not included in the Specifications with respect to Software or related services.

"Milestone" shall mean each development or Deliverable reached by Developers and agreed upon in writing between Developers and Customer.

"Acceptance" shall mean completion of a Deliverable that conforms to the Specifications and is mutually agreed upon in writing by both Developers and Customer.

Agreements

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

1. Obligations of the Joint Venturers.

Developers shall be responsible for the following operations and decisions pertaining to the Joint Business Venture and shall be compensated for providing various services pursuant to Exhibit A, The Compensation.

<< Insert Developer Business Venture Obligations here. >>

Customer shall be responsible for the following operations and decisions pertaining to the Joint Business Venture and shall be compensated for providing various services pursuant to Exhibit A, The Compensation.

<< Insert Customer Joint Business Venture Obligations here. >>

1.1 Rights of Joint Venturers.

Developers shall have complete and exclusive control or authority over the management of the following areas of responsibility:

<< Insert Developers Area(s) of Control. >>

Any action taken that binds the Joint Business Venture to a legal obligation, debt or third-party agreement shall be managed by Developers in good faith and to the best of their ability. Developers shall have no ability to specifically act for or to bind Customer individually to a legal obligation, debt or third-party agreement.

Customer shall have complete and exclusive control or authority over the management of the following areas of responsibility:

<< Insert Customer Area(s) of Control. >>

Any action taken that binds the Joint Business Venture to a legal obligation, debt or third-party agreement shall be managed by the Customer in good faith and to the best of its ability. Customer shall have no ability to specifically act for or to bind Developers individually to a legal obligation, debt or third-party agreement.

2. Specifications.

Developers agree to develop the Software pursuant to the Specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Delivery Dates and Milestones.

Developers will use reasonable diligence in the development of the Software and endeavor to deliver to Customer operational Software no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline, and the other payment milestones listed in Exhibit B, are estimates and are not required delivery dates unless otherwise noted in the Specifications. Deliverables defined as "Critical Deliverables" shall be outlined in Exhibit B and shall contain the delivery date and terms of delivery of the Critical Deliverable. Developers will retain the Source Code for the Software and provide Customer with the output formats only. The output is to be used only within the scope of the Software as outlined in Exhibit B and does not include the following: replication, duplication or otherwise copying the Software in any form not authorized by Developers; creating new Software based on the code, its functions or

other Proprietary Rights as outlined in Paragraph 4; sale or distribution of the code in any form or any relinquishment of copyright by Developers in any way.

4. Ownership Rights.

Except for Customer's Proprietary Material (defined below) contained in the Software, Developers shall hold all rights, title, and interest in and to the Software. Specifically, but without limitation, Developer shall hold all rights, title, and interest in and to (1) all text, graphics, animation, audio components, and digital components of the Software (the "Content"); (2) all interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprises the Software; (3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content; and (4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Software or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine Developers' rights, title, and interest in the Software, as described in this Paragraph 4. Notwithstanding the above, Customer shall retain and Developer shall have no Proprietary Rights whatsoever in all of Customer's intellectual property rights in any and all text, images or other components and/or materials owned by Customer, or which Customer has the legal right to use, that are delivered to Developers, including but not limited to software, related documentation, Customer marketing material, logos, and tag lines ("Customer's Proprietary Material"). Developers agree that they will not use Customer's Proprietary Material for any other purpose than those expressly set forth in this Agreement.

5. Software Development.

Software Development and Services described here are provided for <<Linux, Windows, Macintosh, Sun Solaris, UNIX>> systems only unless otherwise specified.

Unless otherwise agreed upon by Developers and Customer, any modifications required to the Software, code or other component related

to its operation that are a result of third-party changes to resources required by the Software shall be considered ADDITIONAL and will fall outside of the Specifications. Third-party modifications may include but are not limited to: patches, fixes, security flaws, errors, updates, upgrades or any other changes to third-party operating systems, plug-ins or any required resources not created by Developers.

6. Specific Enhancements.

Developers and Customer acknowledge that at some time during the Term of this Agreement that enhancements to the Software that fall outside of the scope of the Specifications may be proposed by either Developer or Customer. Upon such proposal, Developers shall confer in good faith with Customer concerning the

DEMO CONTRACT

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https://www.proposalkit.com/htm/legal-contract-templates/software-development-contracts/software-joint-venture-development-agreement.htm

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