**Agreement Template Disclaimer**

*This template is intended to provide a general outline that you can use to create your own agreements. It does not constitute legal advice, nor does it substitute for legal advice. The specific terms and conditions for your agreement may vary depending upon the unique circumstances of your business situation.*

*Always consult with a legal professional before entering into any agreement or contractual obligation. It is important to ensure that any agreement, contract, or legal document you enter into is compliant with the laws in your state and country.*

*This template is provided “as is” without any express or implied warranty, including but not limited to the warranties of merchantability or fitness for any particular purpose. In no event shall Impartner be liable for any damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this template, even if advised of the possibility of such damages.*

*Please have your legal team review this agreement before sharing it with a potential partner. It is your responsibility to ensure that the agreement is legally binding and protects your interests.*

**INDEPENDENT SOFTWARE VENDOR (ISV) AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("ISV Partner"), each of which may be referred to as a Party and together as the Parties.

**SECTION 1: DEFINITIONS**

1.1 "Software" means the proprietary software product(s) owned and developed by the Company, and licensed to the ISV Partner under this Agreement.

1.2 "End User" means any third-party customer that purchases a license to use the Software from the Company.

1.3 "License Fees" means the fees paid by the End User to the ISV Partner for the license to use the Software, as set forth in Exhibit A.

1.4 "Service Standards" refers to the levels of service and support provided by the ISV Partner for the Software, as set forth in Exhibit B.

**SECTION 2: DUTIES AND OBLIGATIONS**

2.1 ISV Partner Duties: The ISV Partner agrees to perform the following duties:

* ISV Partner agrees to market and sell the Software to End Users in accordance with the terms of this Agreement and in compliance with all applicable laws and regulations;
* ISV Partner agrees to provide service and support for the Software in accordance with the Service Standards set forth in Exhibit B;
* ISV Partner agrees not to make any false or misleading statements about the Company's products or services; and
* ISV Partner will collect the License Fees from the End Users and remit the applicable portions to the Company as set forth in Exhibit A.

2.2 Company Duties: The Company agrees to perform the following duties:

* The Company grants to the ISV Partner a non-exclusive, worldwide right to market, sell, and sublicense the Software to End Users; and
* The Company will provide the ISV Partner with any necessary promotional materials and product information to assist in the marketing and sales of the Software.

**SECTION 3: PAYMENT TERMS**

3.1 Fees: The pricing for the Product(s) or license fees purchased by the ISV Partner from the Company shall be as outlined in Exhibit A. All prices are exclusive of any taxes, fees, duties, or other amounts, however designated, and including, without limitation, value-added and withholding taxes that are levied or based upon such charges, or upon this Agreement. Any taxes related to the Product(s) purchased pursuant to this Agreement are the responsibility of the ISV Partner. Unless otherwise specified in writing by the Company, all payments are due in full, without any deduction or withholding, within \_\_\_\_\_ days from the date of the Company's invoice.

3.2 Commission: If applicable, the Company will pay the ISV Partner a commission fee for each Qualified Lead in accordance with the terms and conditions of Exhibit A of this Agreement.

3.3 Product Delivery: The terms of product delivery, including the location and method of delivery, will be as detailed in Exhibit B.

3.4 Payment Disputes: If either Party disputes any invoice or other statement of monies due, they shall immediately notify the other Party in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly.

**SECTION 4: CONFIDENTIALITY**

4.1 Definition: "Confidential Information" means any information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

4.2 Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

4.3 Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4.4 Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

4.5 Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.

4.6 Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

**SECTION 5: INTELLECTUAL PROPERTY**

5.1 Ownership: The ISV Partner acknowledges that the Company and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein. Nothing in this Agreement gives ISV Partner any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

**SECTION 6: TERM AND TERMINATION**

6.1 Term: This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.

6.2 Termination without Cause: Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.

6.3 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party:

* Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion;
* Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
* Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

6.4 Effect of Termination: Upon termination or expiration of this Agreement for any reason:

* The rights granted to the ISV Partner under this Agreement will immediately cease;
* The ISV Partner must promptly discontinue all promotion of the Company's products or services; and
* Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

6.5 Survival: The rights and obligations of the Parties set forth in this Section 5 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

**SECTION 7: GENERAL PROVISIONS**

7.1 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7.2 Entire Agreement: This Agreement, including any exhibits and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations ,and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

7.3 Amendments: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7.4 Waiver: No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

7.5 Indemnification: Each Party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses incurred as a result of the negligent or intentional acts or omissions of the indemnifying Party.

7.6 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.7 Notices: All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a recognized overnight delivery service, telecopy, or electronic mail, provided that receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender. A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by overnight service, telecopy, or electronic mail.

Company Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ISV Partner Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.8 Independent Contractor Relationship: It is understood that the ISV Partner is an independent contractor and not an agent, partner, or employee of the Company. The ISV Partner shall not have any authority to enter into any agreements or obligations on behalf of the Company.

7.9 Non-Exclusivity: The relationship between the Company and the ISV Partner is non-exclusive. Both Parties are free to enter into similar agreements with other parties unless otherwise specified in this Agreement.

7.10 No Assignment: The ISV Partner may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company's prior written consent.

7.11 Dispute Resolution: In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they agree to submit the dispute to mediation before resorting to litigation.

7.12 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Company Name    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ISV Partner Name    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

**Exhibits Disclaimer**

*The following exhibits offer various options and template language for different partnership arrangements. This is a general template that should be customized to fit your needs, and reviewed by a legal professional to ensure it meets the requirements and protections necessary for your specific business situation.*

*Additional appendices to add to this agreement, or reference from your partner portal or another online source, may include pricing lists, service and product descriptions, software specifications, software licensing terms, branding guidelines, territory information, and/or sales targets.*

**EXHIBIT A: PAYMENT TERMS**

This Exhibit A forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit A and the terms of the Agreement, the terms of the Agreement will prevail.

The terms for fees and payments are as follows:

**SECTION 1: PRICING**

1.1 The License Fee due to the Company for each copy of the Software licensed to an End User is $\_\_\_.

1.2 The Company will remit to the ISV Partner \_\_\_% of the License Fee for each copy of the Software licensed to an End User.

1.3 The ISV Partner agrees to pay the Company the agreed fees of $\_\_\_\_, on a monthly basis.

**SECTION 2: PRICE CHANGES**

2.1 The Company may change the standard prices, fees, revenue shares, or discounts at any time by providing at least \_\_\_\_ days written notice to the ISV Partner. The changed prices or discount will apply to orders placed by the ISV Partner after the effective date of the price change.

2.2 The prices for any orders placed by the ISV Partner before the effective date of a price change will be the prices in effect at the time the order was placed.

**SECTION 3: PAYMENT TERMS**

3.1 The ISV Partner will pay all amounts due in full without any set-off, counterclaim, deduction, or withholding.

3.2 If the ISV Partner fails to pay any amount due on the due date, the Company may charge interest on the overdue amount at the rate of \_\_\_\_%. The interest will accrue daily from the due date until the date of actual payment, whether before or after judgment.

**SECTION 4: CREDIT TERMS**

4.1 The Company may, in its sole discretion, extend credit to the ISV Partner.

4.2 The amount of credit, if any, and the terms and conditions of the credit will be at the Company's sole discretion and may be changed or cancelled by the Company at any time without notice.

**SECTION 5: TAXES**

5.1 The prices do not include any taxes. The ISV Partner will be responsible for paying all taxes related to its purchase of the products or services.

5.2 The ISV Partner will indemnify the Company for any taxes that the Company is required to pay on behalf of the ISV Partner.

**EXHIBIT B: PRODUCTS AND SERVICES**

This Exhibit B forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit B and the terms of the Agreement, the terms of the Agreement will prevail.

The terms for the products or services provided by the Company to the ISV Partner are as follows:

**SECTION 1: PRODUCTS AND SERVICES**

1.1 The Company's products and services available for resale or servicing by the ISV Partner under this Agreement are described in the attached Product and Service Descriptions.

1.2 The Company may add, modify, or discontinue any of its products or services at any time at its sole discretion. The Company will provide the ISV Partner with reasonable notice of any such changes.

1.3 The ISV Partner agrees to deliver the products and/or services within the timelines specified in the following table:

|  |  |
| --- | --- |
| **Product** | **Delivery/Execution Timeline** |
|  |  |
|  |  |
|  |  |

**SECTION 2: LICENSE AND USE**

2.1 For any software or technology Products, the Company grants to the ISV Partner a non-exclusive, non-transferable worldwide right to use such software or technology, subject to any additional terms as may be specified by the Company.

**SECTION 3: QUALITY**

3.1 The Company represents and warrants that its products and services will conform to the descriptions provided in the Product and Service Descriptions, be of satisfactory quality, and fit for the purpose for which they are intended.

3.2 The ISV Partner will promptly notify the Company of any non-conforming products or services and will cooperate with the Company in the investigation and resolution of any such non-conformance.

**SECTION 4: SERVICE STANDARDS**

4.1 The ISV Partner agrees to maintain a level of service consistent with industry standards.

4.2 The ISV Partner will take all necessary steps to ensure the software functions as intended and agreed upon by both Parties.

4.3 The ISV Partner will promptly address any issues or problems reported by the Company or any end user, and will provide a timeline for resolution.

4.4 The ISV Partner agrees to provide technical support for the Product(s) from \_\_\_ to \_\_\_ (time zone) on business days.

4.5 The ISV Partner will use its best efforts to resolve any issues with the Product(s) within \_\_\_ hours of receiving a service or support request from an End User.

4.4 The Company will provide the ISV Partner with the necessary support to effectively service and sell the Company's products and services, including product and service information, sales and marketing materials, and training. The level and terms of such support will be as described in the Product and Service Descriptions.

4.6 The Company will provide the ISV Partner and the End Users with any updates or upgrades to products and services as soon as they are available. The Company will also provide any necessary support and training for such updates or upgrades.