



Software Distribution Agreement Template

Prepared for:

[Client.FirstName] [Client.LastName]

[Client.Company]

Created by:

[Sender.FirstName] [Sender.LastName]

[Sender.Company]



This software distribution agreement is entered into between [Sender.FirstName] [Sender.LastName] (Licensor) and [Client.FirstName] [Client.LastName] (Licensee). This agreement shall be effective as of 2024-05-16 and shall remain effective until it either expires or is canceled in accordance with the terms below.

Terms and Conditions

The licensor has developed the software included in this software distribution agreement and the Licensee has expressed an interest to become a distributor of the software.

In consideration of these facts, the Licensor and Licensee agree to abide by the following terms for the duration of this software distribution agreement:

Sub License

Licensee shall not grant their right to distribution to any other party without prior written approval from the Licensor.

Should additional parties be approved as additional sub-distributors, those parties shall be bound by the terms of this software distribution agreement.

The Licensor shall maintain total ownership of all intellectual property related to the software being distributed. This is inclusive of any upgrades, symbols, copyrighted images and documents within this software distribution agreement.

The Licensor will release the software with all testing completed prior to the agreement date to the licensee.

The Licensor shall, to the best of their ability, keep all software related to this software distribution agreement up to date and operational throughout the term of this agreement.

The Licensor will, at the Licensee's expense, provide on-site training for the Licensee's support and sales teams.

The Licensee will remain responsible for all support needs resulting from the sale of the software.

The Licensee is solely responsible for any advertising costs associated with software distribution.

However, the Licensor may, at the Licensee's sole expense, provide support for advertising services.

Any Licensee material used for advertising must be previously approved by the Licensor.

Escrow

Prior to the initial release date the Licensor and Licensee shall enter into an escrow agreement that will accompany this software distribution agreement.

Fees

All fees regarding the above mentioned escrow agreement shall be split evenly between the parties.

During the term of this agreement the licensor is in agreement not to sell or provide the software to any third party individuals.

As long as this software distribution agreement is in term these exclusivity rights will remain in effect and no third party shall be allowed to promote, sell, or distribute the software mentioned in this agreement.

The Licensee shall pay royalties for the mentioned software on the 15th of each month during the term of this software distribution agreement.

The royalties will equal no less than 20% of all net revenues for each month.

The licensed product shall be considered sold as soon as the product is delivered, paid for, or billed.

Deliverables

The Licensee will be provided a global license to distribute, advertise, and market the software covered in this software distribution agreement.

This shall include any upgrades, changes, or enhancements done to the software during the term of this agreement.

The following software is governed by this agreement: [Input field for entering software name]

Term

This software distribution agreement shall begin on [Date] and will continue for a period of 12 months unless otherwise cancelled by the Parties.

This agreement shall not be extended past the expiration date without written approval from both parties.

Termination

Either party may terminate this agreement by providing written notice within 90 days of termination.

Upon termination of this agreement, the Licensee shall provide the Licenser with a termination report of all sums due to the Lessor under this software distribution agreement.

The Licensee will have no longer than 30 days from termination to produce this report.

The Licenser will be responsible for the continuation of support for any previous or future sales of the software.

Upon the termination of this report the Licesnsee shall return any and all software, documentation, as well as licenses.

If any software cannot be returned to the owner for any reason it shall be destroyed within 10 days of termination.

Agreement

Both parties are in agreement to all terms and conditions listed above in this software distribution agreement. By signing below, both parties acknowledge they have read all documentation included in this agreement.

[Signature Block] [Date]	[Signature Block] [Date]
{{Client.Name}} {{Client.Contact1.Name}}	{{MyCompany.Name}} {{Document.Owner.Name}}