

# SaaS Co-Development Partnership Agreement

This SaaS Co-Development Partnership Agreement (â€œAgreementâ€) is entered into as of \_\_\_\_\_ (the â€œEffective Dateâ€) by and between:

Party A: \_\_\_\_\_

Address: \_\_\_\_\_

Party B: \_\_\_\_\_

Address: \_\_\_\_\_

Party A and Party B may be referred to individually as a â€œPartyâ€ or collectively as the â€œParties.â€

## 1. Purpose

The purpose of this Agreement is for the Parties to collaborate on the co-development of the following SaaS solution:

\_\_\_\_\_

## 2. Scope of Co-Development

- Project description: \_\_\_\_\_
- Roles and responsibilities of Party A: \_\_\_\_\_
- Roles and responsibilities of Party B: \_\_\_\_\_
- Milestones and deliverables: \_\_\_\_\_

## 3. Intellectual Property

Ownership and rights to any intellectual property developed under this Agreement shall be as follows:

- Ownership arrangement: \_\_\_\_\_
- Licensing terms (if any): \_\_\_\_\_
- Use of pre-existing IP: \_\_\_\_\_

## 4. Confidentiality

The Parties agree to maintain confidentiality of all proprietary and confidential information exchanged or developed during the term of this Agreement.

## 5. Revenue Sharing

- Revenue model: \_\_\_\_\_
- Allocation between Parties: \_\_\_\_\_
- Payment terms and reporting: \_\_\_\_\_

## 6. Term and Termination

- Term: \_\_\_\_\_

- Termination rights: \_\_\_\_\_
- Obligations upon termination: \_\_\_\_\_

## 7. Warranties and Representations

- Each Party warrants: \_\_\_\_\_
- Disclaimer of other warranties: \_\_\_\_\_

## 8. Limitation of Liability

\_\_\_\_\_

## 9. Miscellaneous

- Governing law: \_\_\_\_\_
- Dispute resolution: \_\_\_\_\_
- Notices: \_\_\_\_\_
- Entire agreement: \_\_\_\_\_
- Amendments: \_\_\_\_\_

## Signatures

**Party A:**

\_\_\_\_\_

Name:

Title:

Date:

**Party B:**

\_\_\_\_\_

Name:

Title:

Date: