ASSIGNMENT OF RIGHTS IN COMPUTER SOFTWARE

(WITH RESERVATION OF SOME RIGHTS)

This Assignment of All Rights in Computer Software (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Software Owner"), a company organised and existing under the laws of the [COUNTRY], with its headquarters at:

 [YOUR FULL ADDRESS]

**AND: [NAME OF SOFTWARE BUYER]** (the "Software Buyer"), an individual with her or his main address located at OR a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**RECITALS**

1. Software Owner declares that he/she/it has full and complete ownership of all right,interests and title, in and to certain computer software programmes commonly known as [DESCRIBE] and which are described in more detail in Annexure “A” attached hereto (hereinafter referred to as the “Purchased Software”), including but not limited to all Copyrights, Trademarks, Trade names, Service Marks, Patents, and other proprietary rights associated with such Purchased Software.
2. Software Owner has marketed the Purchased Software to the general public in accordance with the terms of standard form end-user software licenses, in the form attached hereto as Annexure “B” (“End User License”).
3. Attached hereto as Annexure “C” is a list of all third parties to which Software Owner has licenced the right to use the Purchased Software pursuant to the terms of the End User License, together with the identifying [YOUR COMPANY NAME], address and telephone number of each such licensee.
4. Software Buyer wished to purchase from the Software Owner, all right, title and interest in and to the Purchased Software and to assume all obligations under the End User Licenses.
5. Software Owner wishes to sell the Purchased Software to the Software Buyer and convey and assign the End User licences to the Software Buyer, all in accordance with the terms and conditions set forth in this Agreement.
6. Software Owner wished to retain certain limited right to use the Purchased Software for purposes that are unrelated to the business of licencing the Purchased Software to end users and wishes to take a licence back of certain limited rights to use the Purchased Software

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions relative to the sale and purchase of the Purchased Software.

1. **PURCHASE AND SALE**
	1. Software Owner hereby transfers and conveys to the Software Buyer, for the Purchase Price described herein, and subject to the terms and conditions set forth in this Agreement, all of the Software Owner’s right, title and interest in and to the Purchased Software, in perpetuity, exclusive to the rights of any other party, including but not limited to any and all copyrights and rights to copyright the Purchased Software, all of the exclusive rights of the owner of a copyright under the [COUNTRY] Copyright Act, and all trademarks and trade names used in connection with such Purchased Software, including but not limited to the name [NAME].
	2. The rights transferred and conveyed to the Software Buyer hereunder shall include, but shall not be limited to the following:

[DESCRIBE]

* 1. The Copyright and right to Copyright the Purchased Software and all components and functions thereof, including but not limited to the rights under the Copyright Registered with the [COUNTRY] Copyright Office as [REGISTRATION NUMBER], the original certificate of registration to be delivered to the Software Buyer.
	2. Any and all international copyrights or the right to claim copyright protection under all international laws, treaties and conventions and the right to claim copyright protection under the laws of every country and jurisdiction in the world to the extent available.
	3. Right, title and ownership in and to all media containing copies of the Purchased Program, including but not limited to CD’s,and all other media contained copies of the Purchased Software.
	4. All rights,interests and titles in and to all documentation, tutorials, instructions, help guides and files, and all other documents and items relative to the Purchased Software, and all proprietary rights, including Copyrights and other rights related thereto.
	5. All right, title and interest of the Software Owner to all modifications, enhancements, improvements, derivative works and other works based in whole or in part upon the Purchased Software.
	6. All right, title, and interest of the Software Owner in, to and under all license, agreement, contracts, leases and other documents to which the Software Owner is a party or third party beneficiary which pertain, directly or indirectly, to the Purchased Software.
	7. All rights to enter into licence agreements with parties who may currently be using “shareware” versions of the Purchased Software.
	8. All customer lists, shareware user lists and other documentation relative to the Purchased Software.
	9. Software Owner shall retain, and Software Buyer hereby grants to the Software Owner, a non-exclusive, royalty-free, worldwide, irrevocable, perpetual licence and right to use, display, publish, publicly perform, sublicense, distribute, reproduce, modify, enhance, and create derivative works based upon the Purchased Software and documentation so long as such use by the Software Owner does not materially interfere with the Software Buyer’s business of licencing the Purchased Software to end users pursuant to the end user licenses.
	10. Software Owner shall not be permitted to offer for sale or licence to the general public any product that is substantially equivalent or similar to the use that the end users have for the Purchased Software.
1. **SHAREWARE SOURCES**

2.1. Upon execution hereof, Software Owner shall deliver to the Software Buyer, a complete and accurate listing of all websites, software packages, and other media in which the Purchased Software has been included as Shareware and/or Demonstration Versions.

 2.2 Upon execution hereof, Software Owner shall deliver to Software Buyer a complete and accurate

 listing of all information in its possession regarding software users who have downloaded the

 Purchased Software as Shareware or Demonstration Versions from the Internet sites on which

 the Purchased Software is available for download as Shareware.

2.3 The Software Buyer shall have the right to any and all revenues arising from the licencing of the

 Purchased Software arising from all shareware sources.

2.4 The Software Seller represents and warrants to the software buyer that it has never offered the

 Purchased Software as “freeware” through any source.

1. **DELIVERY OF MEDIA AND DOCUMENTATION**

3.1 Upon execution of this Agreement, Software Owner shall deliver and convey to the Software Buyer

 3.1.1 all media containing copies of the Purchased Software in any form,

3.1.2 all media containing object code formats of the Purchased Software,

3.1.3 (three (3) master copies of the Purchased Software on CD, which master copies shall include both the source code and object code forms of the Purchased Software,

3.1.4 all documentation, help files, and other documentation described in this Agreement,

3.1.5 all customer lists, shareware lists and other listings required by the terms of this Agreement

3.1.6 original Certificates of Registration of all aspects of the Purchased Software and other rights conveyed hereunder,

3.1.7 an originally executed Assignment of Copyright, in form recordable in the office of the Registrar of Copyrights, pertaining to all copyrights to be conveyed hereunder,

3.1.8 all other reports and documents pertaining to the Purchased Software, including but not limited to the error reported virus reports, customer complaints, customer enhancement and improvement, enhancement plans, specifications, schematics, suggestions, internal memorandum, and related correspondence.

3.1.9 Software Owner shall retain documentation and media reasonably necessary for the Software Owner to fully exercise the rights that are licenced to and retained by the Software Owner pursuant to this Agreement. Such documentation and media shall include copies of the source code, system documentation, operation principals, schematics and such other materials that are required to make the Purchased Software functional and understandable and to fully effectuate the retained licence to Software Owner.

1. **SOFTWARE OWNER REPRESENTATIONS AND WARRANTIES**

Software Owner declares the following to the Software Buyer as material inducements for the Software Buyer to enter into this transaction and to purchase the Purchased Software. All such declarations shall survive the conveyance of the Purchased Software.

* 1. Software Owner has the exclusive rights in and to the Purchased Software, including all tangible and intangible property rights to all components of the Purchased Software and other items conveyed hereunder and the Purchased Software does not infringe upon or interfere with the patents, copyrights trademarks, trade secrets or other proprietary rights of any other party.
	2. Software Owner (or *bona fide* employees) performed all work related to the development of the Purchased Software and all other items conveyed hereunder, and as such, the Software Owner is the “author” of the Purchased Software as that term is defined under the [COUNTRY] Copyright Act.
	3. The Purchased Software is free and clear of all liens, encumbrances, claims, suits, *lis pendens*, equities, attachments, or any other right or claim of any third party.
	4. The Purchased Software is fully eligible for protection under the [COUNTRY] Copyright Act as an original work of authorship of the Software Owner and upon consummation of the conveyance described herein all such rights will be conveyed unconditionally and in perpetuity to the Software Buyer.
	5. From and after the date hereof, Software Owner shall not disclose and shall take all affirmative actions necessary to protect against the disclosure or use (use by any third party or by the Software Owner) of all proprietary technical information related to the development of the Purchased Software. Software Owner acknowledges and agrees that all such information is proprietarily connected to the Purchase Software and that the release, disclosure or use of such information would have an adverse effect on the ability of the Software buyer to use and exploit the Purchased Software. As such, such information shall be considered a “trade secret” of the Software Buyer.
	6. All source code and other systems specifications have been protected as trade secrets and have not been disclosed to any other party. All employees who have had access to any of the same are bound to enforceable confidentiality agreements.

 4.7 Appropriate copyright notices have been included on all publications of the Purchased Software.

 4.8 Any and all independent contractors who have contributed any aspect of the development of the

 Purchased Software have assigned and conveyed all of their rights in and to any aspect of the

 Purchased Software to the Software Owner so that upon conveyance hereunder to the Software

 Buyer, Software Buyer will have full and unrestricted title and right to all aspects of the Purchased

 Software and will not be subject to any claims from any such independent contractor or any other

 party.

4.9 Software Owner has not entered into any reselling agreements, distributions agreements or

 licenses, or any other agreements that licence or gives any right to any other party or places any

 obligation on the Software Owner regarding the marketing, sale or advertising of the Purchased

 Software.

1. **LICENSE AGREEMENTS**
	1. Software Owner represents and warrants to the Software Purchaser that it has not granted or licenced any rights to use the Purchased Software to any party except for those parties who have licenced the use of the Purchased Software pursuant to the End-User License, which parties are completely listed in Annexure “B”, attached hereto.
	2. Software Owner represents and warrants to the Software Purchaser that a valid and enforceable End-User licence is in full force and effect with each of the end users listed in Annexure “B” attached hereto and that only the form of End-User licence attached hereto as Annexure “A” has been used in connection with the licence of any rights to use the Purchased Software. Such End-User licences have not been amended or modified in any way from the form attached hereto as Annexure “A.”
	3. Neither Software Owner nor any other party to an End-User licence is in default under their obligations under such license.
	4. Software Owner represents and warrants that there are no services required to be rendered in connection with any End-User License, including but not limited to and training, warranty coverage, enhancements, modifications, customer support or any other service and Software Owner indemnifies and holds Software buyer harmless from and against any and all costs associated with the same.
	5. Software Owner represents and warrants that each end-User licence is fully assignable to the Software Purchaser without the requirement of receiving any consent or approval from the end user or any other party.
	6. All End-User licences are hereby transferred and conveyed to the Software Buyer. Except as specifically provided herein, Software Buyer assumes all responsibility with respect to the End-User licence except that Software Owner retains responsibility for all matters which accrued prior to the date of this Agreement.
	7. Software Owner shall retain any and all amount paid to the Software Owner relative to the End-User licences prior to the date of this Agreement. Software Buyer shall retain all revenues received relative to the End-User licences on or after the date of this Agreement.
	8. Software Owner shall be obligated to notify all end users listed on Annexure “B” hereto that Software Owner has sold and conveyed the Purchased Software to the Software Buyer. Such notification shall include being in a form reasonably satisfactory in form and content to the Software Buyer. Such notices shall be transmitted within ten (10) days of the date hereof. Any subsequent communication with respect to the Purchased Software shall be directed to the Software Buyer.
2. **DOCUMENTS OF CONVEYANCE AND FURTHER ACTS**
	1. Software Owner shall have an ongoing obligation following the date of this Agreement to execute any documents of conveyance and to take all further actions reasonably required by the Software Buyer to fully transfer ownership of all items being conveyed hereunder to the Software Buyer and to record said assignments with all applicable governmental offices and confirm the Software Buyer’s ownership to any third party.
	2. The requirement to execute further documents and take further actions shall include, but shall not be limited to (i) execution, acknowledgments and delivery of affidavits, assignments, deeds, bills of sale, confirmations, certificates and other documents, (ii) providing depositions and court testimony confirming ownership and conveyance, (iii) executing certificates to auditors, and (iv) such other actions that are reasonably requested by the Software Buyer.
	3. Software Buyer shall have an ongoing obligation following the date of this Agreement to execute and documents and take all further actions reasonably required by the Software Owner to confirm and effectuate the licence to use the Purchased Software that is retained by and granted to the Software Owner hereunder.
3. **LIMITATIONS ON WARRANTIES**
	1. Software Owner represents and warrants, in addition to the other representations and warranties containing in this Agreement, that the Purchased Software functions in full conformance with the Software Specifications that have been provided to the Software Buyer in all material respects. Software Owner shall be responsible to the Software Buyer for all costs and expenses of the Software Buyer that are necessary to cause the Purchased Software to function to the specification as a whole or in connection with any End-User.
	2. Except as otherwise specifically warranted in this Agreement, SOFTWARE OWNER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **MISCELLANEOUS PROVISIONS**
	1. Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by Certified Mail, Return Receipt Requested and shall be deemed to have been delivered [NUMBER] business days after the date of mailing. Email addresses for such notices shall be:

If To Software Buyer: [EMAIL ADDRESS]

If To Software Owner: [EMAIL ADDRESS]

* 1. Neither this Agreement nor any right, interest, duty or obligation hereunder may be assigned by the parties hereto except that the representations and warranties made by the Software Owner shall survive the transfer of the Purchased Software and shall be for the benefit of any subsequent assignee or purchaser of the Purchased Software from the Software Buyer.
	2. In interpreting the terms of this Agreement, the parties agree that the laws of the [COUNTRY] shall be applicable.
	3. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorised representatives of the parties. No party’s waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

SOFTWARE OWNER SOFTWARE BUYER

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Authorized Signature Authorized Signature

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Print Name and Title Print Name and Title