EXCLUSIVE SOFTWARE DISTRIBUTION AGREEMENT

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This document is an Exclusive Software Distribution Agreement and takes effect on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** is organised and exists under the laws of [COUNTRY] with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [DISTRIBUTOR NAME]** (the "Distributor"), a company organised and existing under the laws of [COUNTRY] with its head office located at:

[COMPLETE ADDRESS]

**RECITALS:**

1. The Company is the proprietor of certain computer software known as [SPECIFY NAME].
2. The Company has agreed to appoint the Distributor as its exclusive distributor to distribute in the Territory (as hereinafter defined) on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

* 1. "Business day" means a day other than a Saturday, Sunday or a public holiday in the Territory;
  2. "End-User Agreement" means a software licence and support agreement attached hereto in the form set out in the installation process of the [SPECIFY NAME] software.
  3. "Intellectual property rights" means patents, trademarks, service marks, registered designs, source code, applications for any of the preceding, copyright, design rights, know-how, confidential information, trade and business names, and any other similar protected rights in any country.
  4. "Licensee" means a person situated in the Territory who has acquired a licence to use the Software from the Distributor and being a party to an End-User Agreement with the Company *in re*spect of the Software.
  5. "Product Description" means the product description of the Software, describing the facilities and functions thereof as supplied to the Distributor by the Company from time to time.
  6. "Software" means the Company's [SPECIFY NAME] software and all modifications, enhancements, and replacements thereof and additions thereto provided by the Company and made available to the Distributor from time to time under this Agreement.
  7. "Software Materials" means the Software and the Product Description.
  8. "Source Materials" means all logic, logic diagrams, flowcharts, orthographic representations, algorithms, routines, sub-routines, utilities, modules, file structures, coding sheets, coding, source codes listings, functional specifications, programme specifications and all other materials and documents necessary to enable a reasonably skilled programmer to maintain, amend and enhance the software in question without reference to any other person or documentation and whether in eye-readable or machine-readable form.
  9. "Support Services" means the software support services provided or to be provided by the Distributor.
  10. "Territory" means [SPECIFY COUNTRY].
  11. “Upfront Payment” means such payment outlined in the Article 9.
  12. "Year" means any period of 12 months or any anniversary of the date hereof.
  13. "Product Keys" means a unique code composed of [SPECIFY] that allows the End-users to use the Software once they [SPECIFY ACTION REQUIRED].

1. **APPOINTMENT**
   1. The Company hereby appoints the Distributor, and the Distributor hereby agrees to act as the exclusive distributor of the Company to distribute the Software Materials via online or offline channels in the Territory. The Company hereby grants to the Distributor during the Term an exclusive right to distribute and sell the Software in the form of [SPECIFY] to end users within the Territory. Such exclusive rights shall be exclusive to the Distributor, and the Company shall not allow any third party to distribute the Software Materials to end users within the Territory.
   2. The Company grants to the Distributor any necessary right to translate in [SPECIFY] language the [SPECIFY URL] website and service the end users in the Territory for this Agreement (hereinafter the **“Website.”**) The Company shall provide any reasonably necessary assistance and materials, including but not limited to the Source Materials related to the [SPECIFY URL] website, to the Distributor with regard to development otherwise servicing the Website.
   3. The Distributor shall not be entitled to assign or sub-contract any of its rights or obligations under this Agreement or appoint any agent to perform such obligations.
   4. The Distributor represents and warrants to the Company that it has the ability and experience to carry out the obligations assumed by it under this Agreement and that by virtue of entering into this Agreement it is not and will not be in breach of any express or implied obligation to any third party binding upon it.
2. **DURATION**

This Agreement shall commence on the [DATE] (“Effective Date”) hereof for an initial period of [SPECIFY] unless earlier terminated as provided in this Agreement. The term of this Agreement will be automatically renewed for [SPECIFY] on every anniversary of the Effective Date unless either party provides prior written notice to the other party thirty (30) days before the Effective Date or any following anniversary dates. (shall collectively refer to as the **“Term”**)

1. **ORDER AND DELIVERY**

4.1 In placing orders with the Company, the Distributor shall clearly describe the Software and quantity ordered. The parties hereby agree that the number of order in minimum shall be not less than [NUMBER] per each order. The orders shall not be binding unless and until they are accepted by the Company in writing. The Company hereby confirms acceptance of the order in written form and shall be notified within [SPECIFY] from the date of orders.

4.2 The Company shall provide the Distributor with Product Keys as orders within [NUMBER] calendar days from the acceptance. Notwithstanding the preceding, if the Distributor orders CD(s) containing the Software, delivery period may be extended.

**5. PRICE AND PAYMENT**

5.1 The parties hereby agree that the price of the Software shall be equal to [PRICE] per copy per for [SPECIFY] provided that such price shall be applied to up to [NUMBER] Software copies (Product Keys for such Software) in aggregate and thereafter the price shall be renegotiated in good faith.

5.2 The Distributor shall pay the Company [NUMBER]% of the invoiced price per each order upon placement of an order and pay the rest upon confirmation by the Distributor on receipt of the ordered Product Keys. Notwithstanding the preceding, the Company shall issue an invoice upon acceptance of an order from the Distributor.

5.3 All payments shall be made in [COUNTRY CURRENCY].

5.4 The Distributor shall be free to fix its licence fees and annual support charges, irrespective of the price set in this Agreement: Licensees *in re*spect of each End-User Agreement and any additional delivery, implementation and training fees, etc.

**6. DISTRIBUTION**

6.1 The Company hereby grants to the Distributor an exclusive licence to distribute the Software on the terms and conditions set out in this Agreement.

6.2 The Software shall be made available to end-users by the Distributor only on the terms of an End-User Agreement.

6.3 The Distributor shall make commercially reasonable efforts to enter into End-User Agreements only with persons situated in their Territory and whereby the Software is to be used only in that Territory.

6.4 The Distributor will establish the infrastructure necessary for the online sale of the Software, at its costs. The Company hereby agrees to provide the Distributor with any and all assistance for the successful implementation of online sales infrastructure.

6.5 The Distributor undertakes to the Company to comply with and perform its obligations under each End-User Agreement fully and promptly.

6.6 If the Distributor fails to comply with any of its obligations under an End-User Agreement the Company may affect compliance on behalf of the Distributor whereupon the Distributor shall forthwith become liable to pay the Company all reasonable costs and expenses incurred by the Company as a result.

6.7 The Distributor shall at all time take proper care of any copies of the Software and the Software Documentation which are from time to time in its possession or under its control.

6.8 The Distributor shall deliver copies of the Product Description to *bona fide* prospective licensees only.

**7. DEMONSTRATION**

The Distributor shall be entitled to offer the [SPECIFY] version of the Software to any *bona fide* prospective licensee via the Website that is a translated version (in [SPECIFY] language) of the [SPECIFY URL] website, of which ownership shall be to the Distributor.

**8. CORRECTIONS AND MODIFICATIONS**

8.1 The Distributor shall promptly notify the Company of any error or defect in the Software Materials of which it becomes aware and give the Company documented examples of such faults.

8.2 The Company shall within [NUMBER] business days of receipt of such notification evaluate the notified fault and provide the Distributor an estimate of the length of time it will take to issue a master copy of a correction. The Company shall use its reasonable endeavours to provide such master copy within the estimated timescale.

8.3 Pending the delivery of the said master copy the Distributor shall be entitled to take, with the prior approval of the Company (such approval not to be unreasonably withheld or delayed), such measure and give such advice as may be necessary to provide a temporary solution to the fault for licensees.

8.4 The Distributor shall not alter or modify the whole or any part of the Software in any way or permit the whole or any part of the Software to be combined with, or become incorporated in, any other programs.

8.5 If the Company fails to cure or provide alternative copies of the defective Software within [NUMBER] calendar days upon notification to the Company of any fault, error or defect in the Software Materials, the Distributor reserves right to have a full refund for those defective copies at the price of purchase.

**9. DISTRIBUTOR'S OBLIGATIONS**

The Distributor shall:

9.1 use its commercially reasonable endeavours to promote and extend the licencing of the Software throughout the Territory;

9.2. promptly inform the Company of any facts or opinions of which the Distributor becomes aware and relevant about the commercial exploitation of the Software and which are advantageous or disadvantageous to the interests of the Company;

9.3 at all times conduct its business in a manner that will reflect favourably on the Software and the good name and reputation of the Company;

9.4 not by itself or with others participate in any illegal, deceptive, misleading or unethical practises including, but not limited to, disparagement of the Software of the Company or other practises which may be detrimental to the Software, the Company or the public interest;

9.5 not during the Term of this Agreement, directly promote the marketing, distribution, licencing or sale of any software products which are similar to or competitive with the Software or which perform the same or similar functions;

9.6 use commercially reasonable efforts to supply to the Company such reports, returns and other information relating to orders and projected orders for the Software and regarding licensees as the Company may from time to time reasonably require;

9.7 not make any promises or representations or give any warranties, guarantees or indemnities *in re*spect of the Software Materials except such as are contained in an End-User Agreement or as expressly authorised by the Company in writing and shall not supply the Software to any person knowing that it does not meet that person's specified requirements;

9.8 use the Company's trade names relating to the Software only in the registered or agreed style in connection with the distribution of the Software and shall not use such trademarks or trade names in connection with any other products or services or as part of the corporate or any trade name of the Distributor;

9.9 not alter, obscure, remove, interfere with or add to any of the trademarks, trade names, markings or notices affixed to or contained in the Software Materials delivered to the Distributor;

**10. COMPANY'S OBLIGATIONS**

The Company shall:

10.1 provide the Distributor with such marketing and technical assistance as the Company may in its discretion consider necessary to assist the Distributor with the promotion of the Software;

10.2 make sure to answer as soon as possible all technical queries raised by the Distributor or licensees concerning the use or application of the Software;

10.3 give the Distributor reasonable advance written notice of any change in or modification of the Software;

10.4 provide the Distributor promptly with all information and assistance necessary to enable the Distributor property to perform its obligations hereunder *in re*spect of any modified, enhanced or replacement version of or addition to the Software.

**11. PROPERTY RIGHTS**

11.1 The Software Materials and the Source Materials relating to the Software and the intellectual property rights therein or relating thereto are and shall remain the property of the Company and all copies thereof in the Distributor's possession, custody or control shall (to the extent that they are not exhausted by proper use) be returned to the Company or otherwise disposed of by the Distributor as the Company may from time direct.

11.2 The Distributor shall notify the Company immediately if the Distributor becomes aware of any unauthorised use of any of the Software Materials or the Source Materials relating to the Software or any of the intellectual property rights therein or relating thereto and will assist the Company (at the Company's expense) in taking all steps to defend the Company's rights therein.

11.3 The Distributor shall not use, reproduce or deal in the Software Materials or the Source Materials relating to the Software or any copies thereof except as expressly permitted by this Agreement.

11.4 The provisions of this Section shall survive the termination of this Agreement.

**12. CONFIDENTIALITY**

12.1 The Distributor shall not use or divulge or communicate to any person (other than

as permitted by this Agreement or with the written authority of the Company):

12.1.1 any confidential information concerning the products, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the Company [and its subsidiaries] which may come to the Distributor's knowledge during the continuance of this Agreement;

12.1.2 the Software Materials or any information concerning the same;

12.1.3 the Source Materials relating to the Software; or

12.1.4 any of the terms of this Agreement;

and the Distributor shall use its commercially reasonable endeavours to prevent the unauthorised publication or disclosure of any such information, materials or documents.

12.2 The Distributor shall ensure that its employees are aware of and comply with the confidentiality and non-disclosure provisions contained in this Section and the Distributor shall indemnify the Company against any loss or damage which the Company may sustain or incur as a result of any breach of confidence by any of its employees.

12.3 If the Distributor becomes aware of any breach of confidence by any of its employees it shall promptly notify the Company and give the Company all reasonable assistance in connection with any proceedings which the Company may institute against any such employees.

12.4 The provisions of this Section shall survive the termination of this Agreement.

**13. RESERVATION OF RIGHTS**

The Company reserves the right:

13.1 to modify, enhance, replace or make additions to the Software in any way whatsoever as the Company may in its discretion determine, provided that the Company shall notify the Distributor on such modification as early as reasonably possible; and

13.2 to require the Distributor either not to use or to cease to use any advertising or promotional materials *in re*spect of the Software which the Company considers not to

be in the Company's best interest.

**14. CUSTOMER ENQUIRIES**

14.1 The Distributor will promptly forward to the Company any enquiries it may

receive for the Software from persons situated outside their Territory.

14.2 The Company will refer to the Distributor any enquiry for the Software it may

receive directly from a potential licensee situated in their Territory.

**15. LEGAL RELATIONSHIP**

15.1 During the continuance of this Agreement, the Distributor shall be entitled to use the

title "AUTHORISED SOFTWARE DISTRIBUTOR" and any necessary Company

trademarks and/or service marks but such use shall be by the Company's policies in

effect from time to time and before using such title (whether on the Distributor’s

business stationery, advertising material or elsewhere) the Distributor shall submit to

the Company proof prints and such other details as the Company may require and the

Company may in its discretion grant or withhold permission for such proposed use.

15.2 Nothing in this Agreement shall render the Distributor a partner or (except as expressly

permitted by this Agreement) an agent of the Company and the Distributor shall not

(except as expressly permitted or contemplated by this Agreement) purport to

undertake any obligations on the Company's behalf or expose the Company to any

liability, pledge or purport to pledge the Company's credit.

15.3 The Distributor is hereby authorised to act as the Company's agent to execute on the

Company's behalf each End-User Agreement which the Distributor is permitted to enter

into under this Agreement and shall so execute each such End-User Agreement.

**16. TERMINATION**

16.1 Notwithstanding anything else contained herein, this Agreement may be terminated:

* + 1. by the Company forthwith on giving notice in writing to the Distributor if:

16.1.1.1 the Distributor shall (or shall threaten to) sell, assign, part with or cease to carry on its business or that part of its business relating to the distribution of the Software;

* + - 1. the control of the Distributor shall be transferred to any person or persons other than the person or persons in control of the Distributor at the date hereof (but the Company shall only be entitled to terminate within the period of [NUMBER] days after the Company shall have been notified in writing of the change in control);

16.1.2 by either party forthwith on giving notice in writing to the other if:

1the other commits any material or persistent breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within [NUMBER] days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of such party's intention to terminated);

* + - 1. the other party shall have been unable to perform its obligations hereunder for a period of [NUMBER] consecutive days or for periods aggregating [NUMBER] days in any Year (but the party entitled to terminate may only terminate within the period of [NUMBER] days after the expiration of the said consecutive period or Year); or
      2. the other party shall have a receiver or administrative receiver appointed for it or over any part of its undertaking or assets or shall pass a resolution of winding up (otherwise than for the purpose of a *bona fide* scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order.

16.2 The Distributor shall not be entitled to any compensation except for such right to

refund outlined in Article 17 below (whether for loss of distribution rights, goodwill or otherwise) as a result of the termination of this Agreement in accordance with its terms.

**17. EFFECT OF TERMINATION**

On the termination of this Agreement

17.1 all rights and obligations of the parties under this Agreement shall automatically

terminate except:

17.1.1 for such rights of action as shall have accrued prior to such termination including any of Distributor’s right to distribute pre-purchased Software Materials and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;

17.1.2 that the terms of this Agreement shall remain in full force and effect to the extent and for the period necessary to permit the Distributor properly to perform its continuing obligations under each End-User Agreement subsisting at the date of termination;

17.2 the Distributor shall immediately eliminate all its literature, business stationery,

publications, notices, and advertisements all references to the title "AUTHORIZED

SOFTWARE DISTRIBUTOR" and all other representations of the Distributor's

appointment hereunder;

17.3 the Distributor shall at its own expense forthwith return to the Company or otherwise

dispose of at the sole discretion of Distributor all promotional materials and other

documents and papers whatsoever sent to the Distributor and relating to the business of

the Company (other than the correspondence between the parties); and

17.4 every End-User Agreement then subsisting shall continue in effect and shall

survive the termination of this Agreement.

17.5 Distributor shall have the sell-off rights for the remaining inventory of the pre-

purchased Software copies upon Termination for any cause.

17.6 In the event of termination of this Agreement by the Distributor under the Article

16.1.2. a), the Distributor shall have right to have a refund for the remaining copies of

the Software at its discretion in addition to any other rights and remedies at law.

**18. WAIVER OF REMEDIES**

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

**19. INDEMNITIES**

19.1 The Company shall indemnify the Distributor against any claim (or claim for indemnity from any licensee against a claim) that the normal use or possession of the Software Materials infringes the intellectual property rights of any third party provided that the Company is given immediate and complete control of such claim, that the Distributor does not prejudice the Company's defence of such claim, that the Distributor gives the Company all reasonable assistance with such claim and that the claim does not arise as a result of the use of the Software Materials otherwise than in accordance with the terms of this Agreement or an End-User Agreement or with any equipment or programmes not approved by the Company. The Company shall have the right to replace or change all or any part of the Software Materials in order to avoid any infringement. The preceding states the entire liability of the Company to the Distributor of the infringement of the intellectual property rights of any third party.

19.2 The Company shall indemnify the Distributor against any claim, loss, liability, damage or expense resulting from or due to a claim for breach of warranty, design defect, negligence or product liability or any similar claim directly attributable to the Software Materials save to the extent that such claim arises as a result of the Distributor's negligence, recklessness or willful misconduct or any breach of its obligations under this Agreement or any End-User Agreement and provided that the Company is given immediate and complete control of such claim, that the Distributor does not prejudice the Company's defence of such claim and that the Distributor gives the Company all reasonable assistance with such claim.

19.3 If any claim is made against the Company for which indemnification is sought under this Section, the Company shall consult with the Distributor and, subject to being secured to its reasonable satisfaction, shall co-operate with the Distributor about any reasonable request made by the Distributor *in re*spect of such claim.

**20. WARRANTIES AND LIABILITY**

20.1 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

20.2 Distributor’s use or exercise of any of the rights granted to it by the Company hereunder, do not and will not at any point during the Term infringe, misappropriate or violate any Intellectual Property Rights of any other person, and, as of the Effective Date, there are no lawsuits or proceedings pending in any forum or any claims asserting concerning any aspect of the same.

20.3 Notwithstanding anything else contained in this Agreement, the Company shall not be liable to the Distributor for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss or damage whatsoever even if the Company shall have been advised of the possibility thereof and whether arising from negligence, breach of contract or howsoever.

**21. FORCE MAJEURE**

Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled (subject to giving the other party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

**22. NOTICES**

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address in [SPECIFY] as the recipient may designate by notice given in accordance with the provisions of this paragraph. Any such notice may be delivered personally or by first class pre-paid letter telex or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post [NUMBER] hours after posting and if by telex or facsimile transmission when dispatched.

**23. INTERPRETATION**

In this Agreement:

23.1 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

23.2 words importing the singular include the plural, words importing any gender include every gender, words importing persons include bodies corporate and unincorporated; and (in each case) *vice versa*;

23.3 the headings to the paragraphs are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

**24. GOVERNING LAW & ENTIRE AGREEMENT**

This Agreement shall be governed by and construed in accordance with the laws of [COUNTRY]. The venue for any judicial proceeding between the parties will exclusively be in the courts of [STATE/PROVINCE/COUNTRY].

This Agreement constitutes the entire understanding between the parties concerning the subject matter of this Agreement and shall be effective unless made by a written instrument signed by both parties. Each provision of this Agreement shall be construed separately and notwithstanding that any such provision may prove to be illegal or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above.

# COMPANY NAME DISTRIBUTOR NAME

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**ANNEXURE A**

**END-USER AGREEMENT**

**[SPECIFY NAME] END-USER LICENCE AGREEMENT**

This agreement is legally binding between ‘YOU’ (as an individual or a single entity) and [THE COMPANY NAME]. [THE SOFTWARE NAME] and all contents included in it are referred to herein as the ‘SOFTWARE’ or the ‘DOCUMENTS.’ Installing, or using any part of the software indcates aceptance to of the terms and conditions detailed in this End-User license agreement referred to herein as ‘EULA’ and that this agreement is as binding as a written agreement signed by you. Selection of the “I AGREE” box or performing a similar electronic function means you accept the terms of this agreement. This agreement is legally actionable against you and any entity that obtains the software on behalf of the user. If you fail to agree with the terms of this agreement, please do not use this software.

IT IS AGAINST THE LAW TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, SUBLICENCE, LICENCE OR DISCLOSE TO ANYONE, THIS SOFTWARE OR THE DOCUMENTS IN HARD COPY, DIGITAL FORM OR ANY OTHER MEDIUM WHETHER EXISTING OR NOT YET EXISTING, UNLESS SPECIFICALLY AUTHORISED IN THIS AGREEMENT.

Usage of this software is governed by the terms and conditions set forth herein. Please read them carefully. This EULA applies to every document included in the Software and to the Software in its entirity. Upon installation of software, you are deemed to ave read and accepted the terms of this EULA.

1. LIMITED LICENCE. You are granted a limited, non-exclusive licence to install the Software on [NUMBER] individual computer for your use given that the computer does not render the Software accessible to alternate users via Internet networks or any other method. Only the individual responsible for installing the software will have the licence to utilise the documents. If any other person wishes to use the software, a separate license is required. This also applies to companies that may be affiliated to you by ownership or otherwise. The licence granted herein shall remain in effect perpetually but shall terminate upon your use of the Software beyond the scope licenced herein or upon your violation of any term or condition hereof. All protections with which [COMPANY NAME] is provided under this EULA shall survive the termination of your licence to use the Software.

2. PROPRIETARY RIGHTS. [COMPANY NAME] and its suppliers retain all title, ownership, and intellectual property rights in the Software, including but not limited to all supporting documentation, files, marketing material, images, multimedia, and applets. The Software is protected by copyright and other intellectual property laws and by international treaties. The Software may include security measures designed to control access and prevent unauthorised copying and use. You agree not to interfere with any such security components. [COMPANY NAME] permits you to download, install, use, or otherwise benefit from the functionality or intellectual property of the Software only in accordance with the terms of this EULA. Use of third party material included in the Software may be subject to the terms and conditions typically found in the party's licence agreement.

3. CONFIDENTIALITY. Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this EULA, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this EULA. The Software contains trade secrets and proprietary know-how that belong to [COMPANY NAME], and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS EULA, MAY BE ACTIONABLE AS A VIOLATION OF [COMPANY NAME]’S TRADE SECRET ENTITLEMENTS.

4. NON-TRANSFER OF RIGHTS. You are not permitted to rent, lease, sell, sublicense, assign or transfer your rights within the software, or authorise any part of the software to be copied onto another individual or legal entity's computer system.

5. ALLOWED USAGE. Once your obligation to properly install and register the Software or obtain a valid Software Licence key has been fulfilled, you are permitted to do only the following:

5.1 Use the Documents in transactions and agreements in which you are one of the parties. You may have your attorney review, comment and modify the Documents to fit your particular needs. You are encouraged to obtain competent legal counsel to advise you on the use of the Documents and/or the contractual relationship you are establishing.

5.2 Modify the Documents to fit your own needs and the contractual relationship you are entering.

5.3 If you are an attorney, you may modify the Documents and use them only for preparing documents for your immediate clients with whom you have an attorney-client relationship. The attorney licence is vaild only for one attorney use. As such, you are the only one permitted to use the Documents. Alternate attorneys or associates within your firm cannot use the Documents. They must acquire a licence for themselves.

5.4 If you only have a licence to use the free version of the Software to send digital versions of any of the Documents, the receiving parties must also have a licence to use the Software. If the other parties do not possess a license, you are encouraged to send them a link to download the Software and thereby acquire a license. These parties and your attorney may modify and make suggested changes to the Documents as part of the normal negotiation process or as part of your representation in a *bona fide* attorney-client relationship.

5.5 Disclose any final executed Documents are reflecting a consummated transaction or executed an agreement to the SEC (or any other security regulation agency) were necessary as part of a required securities law filing and to other governmental agencies as part of a required filing.

5.6 Display or post online as a part of your website or online property for your use, only Documents required for public display or use on a website, such as Online Licenses, Privacy Statements, Affiliate programme Agreements, Linking Agreements and the like.

5.7 Include in the packaging and shipment of your product or in your product documentation, Documents that are meant to be distributed along with computer software or other product deliverables. (h) You may make one copy of the original media on which you obtained the Software solely for backup or archival purposes. You may not otherwise make copies of the Software. You agree that any copies of the Software which you make under this EULA shall bear all copyright, trademark and other proprietary notices included therein by [COMPANY NAME] and, except as expressly authorised herein, you shall not distribute the same to any third party without [COMPANY NAME]'s prior written consent.

6. DISTRIBUTION. You may not unpack or remove Documents and distribute them in any way except as prescribed by the Allowed Usage defined in section 5. Only distribution of the complete, unaltered software application is allowed provided that [COMPANY NAME] has given you prior written authorization (through your participation in any of [COMPANY NAME]’s partner programs) and that all trademarks, ownership and copyright notices remain in the Software.

7. RESTRICTIONS. You may not:

7.1 modify or create any derivative works of the Software or documentation, including customization, any modifications or enhancements, translation or localisation without [COMPANY NAME]'s express written consent;

7.2 reverse engineer, decompile, disassemble, make or otherwise attempt to derive the source code of the Software, or the underlying ideas or algorithms of the Software;

7.3 attempt to gain unauthorised access to Documents, [COMPANY NAME] servers or any other service, account, computer system or network associated with the Software or with [COMPANY NAME], it's affiliates, agents, partners, and customers;

7.4 remove or alter any trademark, logo, copyright or other proprietary notices or symbols in the Software;

7.5 block, disable, or otherwise affect any advertising, banner window, tab, link to websites and services, or other features that are part of the Software;

7.6 incorporate, integrate or otherwise include the Software or any portion thereof into any software, programme or product;

7.7 provide incorrect information whilst registering the Software;

7.8 digitally send or make available the Software or its content via local networks, intranets, extranets, FTP, list-serve, peer-to-peer networks or any mode of shared communication system, or place the Software onto a server thereby making it available on the Internet;

7.9 use the Software in any way that contradicts this EULA or any law; or

7.10 authorise or assist any third party to do any of the things described in this section.

8. PUBLICITY. You shall not refer to the existence of this EULA in any press release, website, advertising or any publicly distributed or accessible material, without the prior written consent of [COMPANY NAME].

9. ADDITIONAL FEATURES & CONTENT. Certain portions of the Software may be locked or unavailable in the free version. If you want to upgrade the Software or use additional content and features you are required to

9.1 install the free form of software,

9.2 provide valid registration information and

9.3 pay a fee to obtain a valid Software Licence key. All Software Licence key holders are subject to the terms and conditions of this EULA.

10. SOFTWARE LICENCE KEY. Particular features or content of the Software may require the purchase of a Software Licence key. You must agree not to attempt to, and not to, control, disable, modify or remove any component of the Software Licence key protection system. You must also agree not to access, attempt to access, copy, share or distribute the licence key for any purpose.

11. SOFTWARE UPDATES. The Software is configured to check for updates automatically. By using the Software, you consent to receive software updates, modifications, and/or patches that address issues such as security, interoperability, and performance. This EULA shall govern your use of the updates unless you are asked to agree to a new EULA at the time of download or installation.

12. PRIVACY

12.1 SOFTWARE IMPROVEMENT PROGRAM. By participating in the [COMPANY NAME] Software Improvement Program, you allow [COMPANY NAME] to collect anonymous information relating to your use of the Software, such as the frequency of your use of the Software and certain features, and information on errors occurring during your use of the Software. This anonymous usage data will be used to diagnose performance issues and improve the reliability of the Software and its features. This data will not be tied to any information that would personally identify you.

12.2 PERSONAL INFORMATION. During the installation process, or at some time thereafter, you may be asked to provide certain information that will be used to personalise certain Documents, send you [COMPANY NAME] information via email or mail, and customise some information presented to you through the Software. For example, you may be asked for your state/province/country, which could be used by the Software to provide you with locally relevant Documents and/or related products. All personal and billing information is transmitted using the secure SSL protocol. Both personal and non-personal information collected by the Software is safeguarded according to the highest privacy and data protection standards adopted worldwide, and will not be shared or given without your consent as described in our Privacy Policy [SPECIFY URL].

13. LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY LAW, [COMPANY NAME] AND ITS EMPLOYEES, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. [COMPANY NAME]'S LIABILITY UNDER THIS EULA IS LIMITED TO REPLACEMENT OF A CD-ROM CONTAINING THE SOFTWARE AND WILL NOT EXCEED [AMOUNT].

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[COMPANY NAME] makes no warranties concerning [SPECIFY] as described above and as such, there should be no reason for you to bring any grievance against [COMPANY NAME]. However, if you do bring any action, claim, suit, threat or demand against [COMPANY NAME], and you do not substantially prevail, you shall pay [COMPANY NAME]’s entire attorney fees and costs attached to such action. In the same token, if [COMPANY NAME] is forced to take legal action to enforce this EULA or any of its rights described herein or under any state or national law, you will pay [COMPANY NAME]’s attorney fees and costs.

15. VIOLATIONS OF THIS EULA. [COMPANY NAME] reserves all rights not specifically granted to you above. [COMPANY NAME] will have the right to proceed against you if you infringe against [COMPANY NAME]’s entitlements. Any utilisation outside the precise scope of the licence set forth herein will be considered an infringement. You acknowledge and agree that [COMPANY NAME]’s damages in the event of your violation of this EULA will be substantial and that [COMPANY NAME] will suffer irreparable harm in such an event. As such, [COMPANY NAME] shall have the right to obtain equitable remedies, including but not limited to recovery of damages, obtaining injunctions, recovering statutory damages, recovering attorney fees, and any other available legal remedy.

16. TERMINATION. [COMPANY NAME] shall have the sole and exclusive right to terminate this EULA immediately and suspend your licence to use the Software should you fail to perform any obligation required under this EULA, engage in activity that [COMPANY NAME] deems harmful to its well-being or if you become bankrupt or insolvent. This EULA takes effect upon your installation of the Software and remains effective until terminated. Upon termination of this EULA by [COMPANY NAME], you shall return to [COMPANY NAME] the original and all copies of the Software including partial copies and modifications.

17. WAIVER & SEVERABILITY. [COMPANY NAME]'s waiver of any breach of this EULA shall not constitute an amendment to this EULA or [COMPANY NAME]'s waiver of subsequent breaches. If any part of this EULA is found void and unenforceable, it will not affect the validity of the balance of this EULA, which will remain valid and enforceable according to its terms.

18. RESTRICTED RIGHTS LEGEND FOR GOVERNMENTAL USE. [COMPANY NAME] in its whole, like any Software, Documents, or other information that is downloaded through accessing [COMPANY NAME]’s website, partner websites and download sites for or on behalf of the [COUNTRY], its agencies and/or instrumentalities (“[COUNTRY] Government”), is provided with Restricted Rights. Use, duplication, or disclosure by the [COUNTRY] Government is subject to restrictions as outlined in [SPECIFY].

19. ELECTRONIC NOTICES. You consent that [COMPANY NAME] may provide you with information and notices regarding the Software and [COMPANY NAME] via the email address you designate when installing the Software or thereafter. [COMPANY NAME] may provide notices to you via

19.1 email if you have provided [COMPANY NAME] with a valid email address, or

19.2 by posting the notice on the [COMPANY NAME] website or the Software download site which [COMPANY NAME] owns and operates. You may withdraw your consent for electronic notices.

20. AMENDMENTS. [COMPANY NAME] reserves the right to unilaterally amend all offers, pricing terms or other matters about the Software, [COMPANY NAME]’s website or this (End User Licence Agreement) EULA. No course of dealing or trade usage shall be deemed to amend the terms of this EULA.

21. GOVERNING LAW. This EULA shall be governed by and construed under the laws of [COUNTRY]. You consent and agree that all legal proceedings relating to the subject matter of this EULA shall be maintained in courts sitting within the Province of [SPECIFY], and that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

22. COMPLETE AGREEMENT. This is the entire EULA between [COMPANY NAME] and you relating to the Software, and it supersedes any prior representations, discussions, undertakings, warranties, communications or advertising relating to the Software.

[COMPANY NAME] and [SPECIFY NAME], are either the registered trademarks or trademarks of [COMPANY NAME] Inc in the [SPECIFY] and/or other countries.

**ANNEXURE B**

**BANK (ELECTRONIC FUNDS TRANSFER) EFT INFORMATION**

REMIT TO: [BANK NAME AND ADDRESS]  
ABA NUMBER: [NUMBER]  
SWIFT CODE: [CODE]  
ACCOUNT NUMBER: [NUMBER]  
FOR CREDIT TO: [COMPANY NAME]  
REFERENCE: [SPECIFY NAME]   
AMOUNT: [SPECIFY AMT AND CURRENCY] [SPECIFY AMOUNT OF

BANK FEE]