



Software Development and Distribution Agreement

TABLE OF CONTENTS

PARTIES:	4
PREAMBLE:	4
1. DEFINITIONS AND INTERPRETATION	4
2. DURATION OF AGREEMENT	7
3. SOFTWARE DEVELOPMENT WORK	7
4. GRANT OF RIGHTS	8
5. SUB-LICENCE RIGHTS	8
6. PROPOSALS TO END USERS REQUIRING SUPPLIER INVOLVEMENT	8
7. PAYMENTS TO THE SUPPLIER	10
8. MASTER COPY OF THE SOFTWARE	10
9. SOURCE CODE FOR THE SOFTWARE	10
10. TRAINING	11
11. SUPPORT	11
12. ADVERTISING AND PROMOTION	12
13. SUPPLIER'S MISCELLANEOUS OBLIGATIONS	12
14. CONTACT AND RESPONSE ARRANGEMENTS	12
16. INTELLECTUAL PROPERTY RIGHTS	13
17. WARRANTIES AND INDEMNITIES	14
18. TERMINATION	14
19. NOTICES	15
20. IMPLIED WARRANTIES	16
21. ASSIGNMENT	16
22. WAIVER	16
23. UNENFORCEABILITY	16
24. ENTIRE AGREEMENT	16
25. AMENDMENT	17
26. FORCE MAJEURE	17
27. NO MERGER	17

28. NO AGENCY OR PARTNERSHIP.....	17
29. FURTHER ASSURANCES	17
30. COUNTERPARTS	17
31. GOVERNING LAW.....	17
32. CONFIDENTIALITY.....	18
33. FIRST RIGHT OF REFUSAL	18
34. SPECIAL CONDITIONS.....	18
EXECUTED AS AN AGREEMENT.....	20
SCHEDULE.....	21
ANNEXURE A – LICENSING REMUNERATION FORMULA	23
ANNEXURE B – SUPPORT REMUNERATION FORMULA.....	24
ANNEXURE C – SERVICE LEVEL RESPONSE TIMES	25

SOFTWARE DEVELOPMENT AND DISTRIBUTION AGREEMENT

THIS AGREEMENT is made on the date specified in the Schedule

PARTIES:

1. the party identified in the Schedule and hereinafter referred to as **“the Distributor”**
2. the party identified in the Schedule and hereinafter referred to as **“the Supplier”**

PREAMBLE:

- A. The Supplier has agreed to perform the Software Development Work referred to in this Agreement with the objective of creating the Software.
- B. The parties have agreed that the Supplier will own the copyright in the Software but will grant to the Distributor an exclusive license to market, distribute, sub-license and support the Software in the Exclusive Territory and a non-exclusive license to do so in the Non-Exclusive Territory, on the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“Agreement” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“Confidential Information” means information that is by its nature confidential or is designated by a party as confidential and includes information:

- (a) comprised in or relating to any Intellectual Property Rights of a Party;
- (b) relating to the financial position of a party or to any matter that does or may affect the financial position or reputation of a party;