



Deed of Assignment of Copyright

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DEED OF ASSIGNMENT OF COPYRIGHT

THIS DEED is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as “**the Assignor**”
2. The party identified in the Schedule and hereinafter referred to as “**the Assignee**”

PREAMBLE:

- A. The Assignor is the owner of the copyright in the Software and associated documentation identified in the Schedule.
- B. The Assignor has agreed to transfer all of such copyright to the Assignee subject to the terms and conditions of this Deed.
- C. The parties have entered into this Deed to formalize the agreement of the Assignor to assign all such copyright to the Assignee.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

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

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

“**Products**” means the software identified in the Schedule and all documentation needed to understand or develop the software the subject of this assignment of copyright, including but not limited to user manuals, operating manuals, programming manuals and source code (whether such documentation is identified in the Schedule or not).

- 1.2 For the purposes of interpretation of this Deed:
 - (a) a cross reference to a clause number is a reference to all its sub-clauses;
 - (b) words denoting the singular number include the plural and vice versa;