



Distributor Agreement (Software) (Exclusive)

TABLE OF CONTENTS

PARTIES: 4

PREAMBLE: 4

1. DEFINITIONS AND INTERPRETATION 4

2. DURATION OF AGREEMENT 7

3. GRANT OF RIGHTS 7

4. SUB-LICENSE RIGHTS 8

5. PROPOSALS TO END USERS REQUIRING SUPPLIER INVOLVEMENT 8

6. PAYMENTS TO THE SUPPLIER 9

7. MASTER COPY OF THE SOFTWARE 9

8. SOURCE CODE FOR THE SOFTWARE 10

9. TRAINING 10

10. SUPPORT AND SERVICES 11

11. ADVERTISING AND PROMOTION 11

12. SUPPLIER’S MISCELLANEOUS OBLIGATIONS 11

13. CONTACT AND RESPONSE ARRANGEMENTS 12

15. INTELLECTUAL PROPERTY RIGHTS 13

16. WARRANTIES AND INDEMNITIES 13

18. NOTICES 15

19. IMPLIED WARRANTIES 15

20. ASSIGNMENT 15

21. WAIVER 15

22. UNENFORCEABILITY 16

23. ENTIRE AGREEMENT 16

24. AMENDMENT 16

25. FORCE MAJEURE 16

26. NO MERGER 16

27. NO AGENCY OR PARTNERSHIP 17

28. FURTHER ASSURANCES 17

29. COUNTERPARTS	17
30. GOVERNING LAW	17
31. CONFIDENTIALITY.....	17
32. FIRST RIGHT OF REFUSAL	17
33. SPECIAL CONDITIONS.....	18
EXECUTED AS AN AGREEMENT	19
SCHEDULE.....	20
ANNEXURE A – LICENSING REMUNERATION FORMULA	22
ANNEXURE B – SUPPORT REMUNERATION FORMULA.....	23
ANNEXURE C – SERVICE LEVEL RESPONSE TIMES	24

DISTRIBUTOR AGREEMENT (SOFTWARE) (EXCLUSIVE)

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 owns all right, title and interest in the Software referred to in this Agreement.
- B. The Supplier has agreed to 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;