

Multimedia Product License Agreement

- IDENTIFICATION OF THE PARTIES
- PREAMBLE
- OBJECT
 - Grant of License
 - Use on a Single Computer

CONSIDERATION

- Royalties
- Physical or Electronic Invoicing Address
- Terms and Conditions of Payment

SPECIFIC PROVISIONS

- Representatives of the Parties
- Electronic Communications
- Obligations of the Developer
- o Obligations of the Licensee
- Intellectual Property
 - Definitions
 - General Principle
 - Respect of Third Party Intellectual Property (By the Developer)
 - Specific Undertakings of the Licensee
 - Consequences for Failing to Comply with Undertakings
- Confidentiality and Non-Disclosure Undertaking
- Undertaking Not to Compete
- Reciprocal Undertaking Not to Solicit Personnel
- o Useful Information
- o Performance Methods
- o Relationship Between the Parties
- o Subcontracting
- Assignment of the Licensee's Rights
- o Representations and Warranties of the Developer
- o Training Provided by the Developer
- Technical Support Provided by the Developer
- Multimedia Product Replacement Warranty
- Revised or Updated Version of the Multimedia Product
- New, Expanded or Improved Version of the Multimedia Product
- Limitation of Warranty
- Limitation of Liability
- Verification by the Developer of Books, Records and Vouchers
- Security Deposit
- o Interests
- Change of Tax Rates or New Taxes
- Collection Costs
- No Intermediary



- o Professional Fees Relating to this Agreement
- GENERAL PROVISIONS
 - o "Force majeure"
 - Severability
 - o Notices
 - Headings
 - Schedules
 - o No Waiver
 - o Cumulative Rights
 - Entire Agreement
 - Amendments
 - o Number and Gender
 - No Right to Transfer
 - o Calculating Time Periods
 - o Currency
 - Governing Law
 - o Election of Domicile
 - Counterparts
 - Successors
 - Joint and Several Liability
 - o Elapsed Time
 - o Language
- EFFECTIVE DATE
- TERM
- TERMINATION
 - o Grounds
 - o Effects
 - o Obligations of the Licensee
- ACKNOWLEDGEMENT BY THE PARTIES
- SIGNATURES OF THE PARTIES
- SCHEDULE: SPECIFICATIONS