SOFTWARE DISTRIBUTION AGREEMENT

BETWEEN: ....

....

....

(hereinafter referred to as the "Developer")

O1

AND: ....

....

....

(hereinafter referred to as the "Distributor")

(the Developer and the Distributor are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Developer designs and develops various software, as well as the documentation relating thereto;

WHEREAS the Developer wishes to distribute the said (*or* part of the said) software and related documentation through a distributor;

WHEREAS the Distributor wishes to distribute the said (*or* part of the said) software and related documentation in accordance with the terms and conditions set forth hereinbelow;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2 **2.01 Grant of the Right to Distribute the Software Products**
Provided the Distributor abides by each and every one of the provisions of this Agreement, the Developer shall grant to the Distributor a non-exclusive and non-transferable license giving it the right to distribute the software and related documentation (hereinafter collectively referred to as the "Software Products") which are more fully described in the specifications set forth in Schedule "….." annexed hereto (hereinafter referred to as the "Specifications").

Developer	Distributor

O3   **2.02   Physical Distribution Within a Given Territory (OR: Market Segment)**
The right conferred by the Developer upon the Distributor relates to the physical distribution of the Software Products within the geographical territory (OR: market segment) set forth in the Specifications (hereinafter referred to as the "Territory" -OR: the "Market Segment").

2.03   Electronic Distribution Through the Internet
The right conferred by the Developer upon the Distributor relates to the electronic distribution of the Software Products through the Internet.

3.00   CONSIDERATION

O4   **3.01   Royalties**
In consideration for the grant of the right to distribute the Software Products, the Distributor shall pay to the Developer the royalties set forth in the Specifications, together with all applicable taxes.

3.02   Physical or Electronic Invoicing Address
The Developer shall send its invoices to the Distributor at the physical or electronic address set forth in the Specifications or at any other physical or electronic address indicated by the Distributor to the Developer after the signing of this Agreement.

3.03   Terms and Conditions of Payment
The royalties shall be payable by the Distributor to the Developer in accordance with the terms and conditions of payment set forth in the Specifications.

4.00   SPECIFIC PROVISIONS

4.01   Representatives of the Parties
Each of the Parties acknowledges that the person designated by it in the Specifications (or any other person replacing the designated person, pursuant to a notice to that effect given to the other Party) shall represent it and shall have full authority to take all steps, make all decisions and give all consents required with respect to the performance of this Agreement.

4.02   Electronic Communications
The Parties' representatives may communicate between themselves by electronic means, in which case, the following presumptions shall apply:
- the presence of an identification code in an electronic document shall be sufficient to identify the sender and to establish the authenticity of the said document;
- an electronic document containing an identification code shall constitute a written instrument signed by the sender; and
- an electronic document or any printed output of such document, when kept in accordance with usual business practices, shall be considered to be an original.

The Parties' representatives may also communicate between themselves by telecopier.

4.03   Obligations of the Developer
The Developer undertakes as follows in favour of the Distributor:
a) it shall manufacture the Software Products in sufficient quantities;
b) it shall package the Software Products in a secure manner and so as to minimize any risk of loss or damage during transportation;
c) it shall ensure that the Software Products comply with all legal and regulatory