

Software Distribution Agreement

- IDENTIFICATION OF THE PARTIES
- PREAMBLE
- OBJECT
 - Grant of the Right to Distribute the Software Products
 - Physical Distribution Within a Given Territory (OR: Market Segment)
 - Electronic Distribution Through the Internet
- CONSIDERATION
 - Royalties
 - Physical or Electronic Invoicing Address
 - Terms and Conditions of Payment
- SPECIFIC PROVISIONS
 - Representatives of the Parties
 - Electronic Communications
 - Obligations of the Developer
 - Obligations of the Distributor
 - Intellectual Property
 - Definitions
 - General Principle
 - Respect of Third Party Intellectual Property (By the Developer)
 - Respect of Third Party Intellectual Property (By the Distributor)
 - Physical Distribution License Granted to the Distributor (Software Products)
 - Electronic Distribution License Granted to the Distributor (Software Products)
 - Reproduction License Granted to the Distributor (Software Products)
 - Specific Conditions Regarding Reproduction of the Software Products
 - Translation License Granted to the Distributor (Software Products)
 - Specific Conditions Regarding Translation of the Software Products
 - User Sub-Licensees Granted to End Users (Software Products)
 - User License Granted to the Distributor (Trademarks)
 - Approval of Promotional and Advertising Items
 - Specific Undertakings of the Distributor
 - Consequences of Failing to Comply with Undertakings
 - References to Intellectual Property Rights and Credits

- Right of First Refusal (Developer's Intellectual Property)
 - Right of First Refusal (Developer's Enterprise)
 - Confidentiality and Non-Disclosure Undertaking
 - Exclusivity Regarding the Physical Distribution of the Software Products
 - Exclusivity Regarding the Electronic Distribution of the Software Products
 - Exclusivity of the Distributor's Services
 - Undertaking Not to Compete
 - Reciprocal Undertaking Not to Solicit Personnel
 - Order Taking Through the Internet
 - Developer's Suggested Retail Price
 - Distributor's Purchase Orders
 - Sales Quotas to be Met by the Distributor
 - Relationship Between the Parties
 - Subcontracting
 - Additional Services
 - Quality Control and Tests of the Software Products in Accordance with the ISO 9126 Standard
 - Representations and Warranties of the Distributor
 - Representations and Warranties of the Developer
 - Training Provided by the Developer
 - Technical Support Provided by the Developer
 - Software Products Replacement Warranty
 - Security Defects, Operating Defects and Latent Defects
 - Revised or Updated Version of the Software Products
 - New, Expanded or Improved Version of the Software Products
 - Limitation of Warranty
 - Limitation of Liability
 - Clientele Developed by the Distributor
 - Personal Information Disclosed by the Distributor's Clients
 - Distributor's Books, Records and Vouchers
 - Verification by the Developer of Books, Records and Vouchers
 - Distributor's Reports to be Provided to the Developer
 - Transfer of Risks
 - Security Deposit
 - Other More Favourable Distribution Agreements
 - Interests
 - Change of Tax Rates or New Taxes
 - Collection Costs
 - Suspension of Purchase Order Processing in the Event of Failure to Pay
 - No Intermediary
 - Professional Fees Relating to this Agreement
- GENERAL PROVISIONS
 - "Force majeure"
 - Severability
 - Notices
 - Headings
 - Schedules



- No Waiver
- Cumulative Rights
- Entire Agreement
- Amendments
- Number and Gender
- No Right to Transfer
- Calculating Time Periods
- Currency
- Governing Law
- Election of Domicile
- Counterparts
- Successors
- Joint and Several Liability
- Elapsed Time
- Language

- EFFECTIVE DATE
- TERM
- RENEWAL
- TERMINATION
 - Grounds
 - Effects
 - Obligations of the Developer
 - Obligations of the Distributor

- ACKNOWLEDGEMENT BY THE PARTIES
- SIGNATURES OF THE PARTIES
- SCHEDULE: SPECIFICATIONS