SOFTWARE CONTENT PROVIDER AGREEMENT
(e.g. text, photograph, image, audio sequence, video sequence, etc)

BETWEEN: ....

....

....

(hereinafter referred to as the "Developer")

O1

AND: ....

....

....

(hereinafter referred to as the "Contributor")

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

PREAMBLE

WHEREAS the Developer is responsible for the design and development of a software product known under the temporary name of "................" (hereinafter referred to as the "Software Product"), which Software Product requires that original content be provided, such as text, photographs, images, audio sequences, video sequences and musical recordings, among others;

WHEREAS the Developer wishes the Contributor to design and provide it with a specific content to be integrated into the Software Product;

WHEREAS the Contributor has agreed to design and provide the Developer with the content described hereinbelow, in return for good and valuable consideration;

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 Services**
The Contributor agrees to provide the Developer with the following services (hereinafter referred to as the "Services"):
a) design and provide an original content intended to be incorporated into the Software

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Product (hereinafter referred to as the "Software Content"), based upon the specifications set forth in Schedule "….." annexed hereto (hereinafter referred to as the "Specifications"); and

b) provide all other services contemplated in this Agreement or in the Specifications.

O3   **2.02   Deadline for Providing the Services**
As of the moment the Developer has provided the Contributor with the Information Elements, and subject to all additional services required by the Developer after the signing of this Agreement, the Contributor's deadline for providing the Services shall be the deadline set forth in the Specifications or any other deadline agreed upon between the Parties after the signing of this Agreement.

3.00   CONSIDERATION

O4   **3.01   Price of the Services**
In consideration for the Services, the Developer shall pay to the Contributor the price set forth in the Specifications, together with all applicable taxes.

3.02   Performance Bonus
The Contributor shall be entitled to the performance bonus set forth in the Specifications if the Contributor abides by each and every one of the conditions attaching to the granting of the bonus. In such a case, the said performance bonus shall be considered to form an integral part of the price of the Services.

3.03   Expenses Incurred
In addition to payment of the price of the Services, the Developer shall reimburse the following to the Contributor:
a) all direct and indirect expenses incurred with respect to the performance of this Agreement;
b) supervision and management fees equal to .... percent (......%) of the total of the aforementioned expenses; and
c) the taxes which are applicable to the said expenses and fees.

The expenses set forth in the Specifications are only approximations. If the expenses to be incurred exceed the amount set forth in the Specifications by more than .... percent (.......%), the Contributor shall obtain the Developer's authorization prior to incurring same.

Upon request from the Developer, the Contributor shall provide the Developer with a copy of the invoices relating to the expenses incurred and for which a reimbursement is being claimed.

Unless otherwise noted in the Specifications, the following costs shall not be invoiced to the Developer:
a) secretarial costs;
b) word processing costs;
c) data entry costs;
d) the costs of using computer equipment;
e) telecopier costs;
f) the costs of meals; and
g) other costs (specify): ....

Developer	Contributor