

# BASIC NON-EXCLUSIVE SOFTWARE LICENCING AGREEMENT

\_\_\_\_\_  
- between -  
\_\_\_\_\_

\_\_\_\_\_  
- and -  
\_\_\_\_\_

This License Agreement (hereinafter "Agreement"), with an Effective Date of \_\_\_\_\_ is between \_\_\_\_\_, a \_\_\_\_\_ duly organized and existing under and by virtue of the laws of \_\_\_\_\_, with office address at \_\_\_\_\_, hereinafter referred to as the "LICENSOR", and \_\_\_\_\_ a \_\_\_\_\_ duly organized and existing under and by virtue of the laws of \_\_\_\_\_, with office address at \_\_\_\_\_, hereinafter referred to as the "LICENSEE".

## WITNESSETH THAT:

WHEREAS, LICENSOR has proprietary rights to the Licensed Work know as \_\_\_\_\_ that performs the functions of a \_\_\_\_\_.

WHEREAS, LICENSOR owns and controls all existing intellectual property, including but, not limited to trademarks, copyrights, patents, and trade secrets, relating to the software \_\_\_\_\_.

WHEREAS, subject to the terms and conditions contained herein, LICENSEE desires a license to use, and LICENSOR is willing to grant such license to LICENSEE.

NOW, THEREFORE, for in consideration of the foregoing, the parties freely and voluntarily enter into this Agreement under the following terms and conditions:

## ARTICLE I

### DEFINITIONS

1.1 "Licensed Software" means the executable processing program comprised of various modules from the Licensed Work.

1.2 "Licensed Work" means the proprietary \_\_\_\_\_ software including

the Object Code and Source Code.

1.3 "Object Code" shall mean computer programming code, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.

1.4 "Source Code" shall mean computer programming code, other than Object Code, and related source code level system documentation, comments and procedural code, such as job control language, which may be printed out or displayed in human readable form.

## ARTICLE II

### GRANT

#### 2.1 Rights granted.

LICENSOR hereby grants to LICENSEE a royalty bearing, worldwide, nonexclusive, licence under LICENSOR's copyrights to use, reproduce, copy sell, and distribute the Licensed Software conditional on the limitation imposed in Section 2.2.

#### 2.2 Limitations on Use.

All reproduction, sale or distribution of Licensed Software shall be for mobile use only. In addition, this license shall be non transferable without the consent of the LICENSOR.

## ARTICLE III

### DELIVERY OF ASSETS

3.1 Within five (5) business days after execution of this Agreement, LICENSOR will deliver to LICENSEE one master copy of the Licensed Software.

## ARTICLE IV

### CONSIDERATION

4.1 As consideration for the license granted by LICENSOR to LICENSEE hereunder, upon execution of this Agreement, LICENSEE shall pay to LICENSOR (i) \_\_\_\_\_ and, (ii) \_\_\_\_\_. Such royalty payment shall be due and payable within thirty (30) days after the conclusion of the respective calendar quarter.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES

5.1 LICENSOR represents and warrants that (i) it has the full right and power to grant the license set forth in Section 2; and (ii) it is not under, and will not assume, any contractual obligation that prevents it from performing its obligations hereunder or conflicts with the license granted in Section 2.

5.2 LICENSOR represents and warrants delivering a stable version of the Licensed Software to the LICENSEE.

5.3 LICENSEE represents and warrants to use its reasonable efforts to advertise market, promote, and license the interactive title in order to maximize sales volume. In that regards LICENSEE agrees to the following minimum marketing commitment of \_\_\_\_\_ of the previous quarters profit earned from the sale and distribution of the Licensed Software, not to exceed five thousand dollars (\_\_\_\_\_) per quarter.

## ARTICLE VI

### TERMS & TERMINATIONS

6.1 This Agreement shall be from the Effective Date until \_\_\_\_\_ years after such date, unless earlier terminated under the provisions of section 6.2.

6.2 Either party may terminate this Agreement for the other party's material breach by providing the non-terminating party thirty (30) days written notice (with an opportunity to cure within thirty (30) days of such notice) this Agreement. In the event of termination, all licenses granted to end-users prior to termination and corresponding royalty obligation shall survive.

## ARTICLE VII

### COMMUNICATIONS

7.1 Payments shall be made in US Dollars by electronic funds transfer. Payments shall be deemed to be made on the date credited to the following account: \_\_\_\_\_.

7.2 Notices and other communications shall be sent by facsimile or by registered or certified mail to the following address and shall be effective upon mailing:

For LICENSOR: \_\_\_\_\_

For LICENSEE: \_\_\_\_\_

## Article VII

### CHOICE OF LAW

8.1 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of \_\_\_\_\_, USA, as such law applies to contracts signed and fully performed in such State.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed as of the date first written above.

(signatures)

