

**ACQUISITION AGREEMENT FOR CO-OWNERSHIP RIGHTS
IN COMPUTER SOFTWARE**

This Agreement is made the ___ day of _____, _____ by and between PURCHASER, with an office at _____ (“PURCHASER”); and VENDOR, with an office at _____ (“VENDOR”).

RECITALS:

- A. VENDOR has developed or purchased and thereby owns all right, title, and interest, including all copyright interests, in and to certain computer software and related documentation described in Schedule “A” hereto.
- B. PURCHASER and VENDOR intend that PURCHASER shall acquire all patent rights and an undivided ___% interest in all other right, title, and interest in and to such software and documentation in accordance with this Agreement.

NOW THEREFORE, IN CONSIDERATION OF the terms and conditions of this Agreement, the premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURCHASER and VENDOR hereby agree as follows:

1. Definitions

The following definitions shall apply in this Agreement unless otherwise expressly provided or the context otherwise requires:

- “Closing Date” means _____, or such other date to which VENDOR and PURCHASER may agree in writing.
- “Deliverables” means the copies of the Software and related materials to be provided to PURCHASER and all other deliverables specified in Schedule “A”.
- “Effective Date” means _____.
- “Existing Agreements” means the agreements contained in Schedule “___”.
- “Further Assurances” means communicating the facts concerning the Software, improvements in the Software, and to do generally, as and when requested by PURCHASER, everything reasonably possible to confirm the rights granted to PURCHASER, its successors, assigns, and legal representatives, to aid PURCHASER, its successors, assigns, and legal representatives to obtain and enforce proper protection for PURCHASER’s rights in the Software and any improvements thereon in all countries throughout the world, including testifying before appropriate tribunals, recording in all appropriate registries evidence of the rights granted to PURCHASER by this Agreement, and obtaining in writing an assignment of all rights from all of VENDOR’s employees, independent contractors, and all other entities acting on VENDOR’s behalf which could have rights in or to the Software, either now and/or in the future.
- “Individuals” means _____ collectively.
- “Patent Rights” means all, right, title, and interest, related to or arising out of the Software, in and to all domestic and foreign patent rights, patent registrations, and patent applications, all patentable subject matter, all patentable inventions, and all shop rights related to patentable subject matter.
- “Purchase Price” means the sum of \$_____.
- “PURCHASER Group” means PURCHASER, its subsidiaries, affiliates, shareholders, officers, employees, independent contractors, agents, licensees, and sublicensees, collectively and individually.
- “PURCHASER Subsequent Modifications” means Subsequent Modifications made by or on behalf of PURCHASER or acquired by or on behalf of PURCHASER.

- “Schedules” means the following Schedules, attached hereto and incorporated herein by reference for all purposes: *(list)*
- “Software” means the computer software and related documentation described in Schedule “A”, which includes:
 - (a) The Software in all formats;
 - (b) All copyright, trade secret, moral, and other proprietary rights, except Patent Rights, in and to the Software, including those rights in countries other than _____;
 - (c) The VENDOR software products known as “_____” and prior versions of the Software;
 - (d) All documentation for the Software, including change control files, design documents, and software development specifications; and
 - (e) All derivative works and all enhanced, corrected, modified, and updated revisions and versions of the Software as developed and/or acquired by VENDOR on or before the Closing.
- “Subsequent Modifications” means any change to the Software including enhanced, modified, and updated versions and derivative works of the Software made or acquired after _____.
- “VENDOR Customers” means those entities that are licensees of the Software or prior versions of the Software as of the Effective Date and which VENDOR has identified specifically by name and address in Schedule “_____”.
- “VENDOR Subsequent Modifications” means Subsequent Modifications made by or on behalf of or acquired by or on behalf of VENDOR.

2. Sale of Patent Rights and Co-Ownership of All Other Rights

PURCHASER agrees to purchase and VENDOR hereby agrees to sell, assign, transfer, and convey to PURCHASER an undivided ____% interest in all right, title, and interest in and to the Software, other than the Patent Rights. PURCHASER agrees to purchase and, subject to the license of Patent Rights described below, VENDOR hereby agrees to sell, assign, transfer, and convey to PURCHASER exclusively all right, title, and interest in and to the Patent Rights.

- (a) PURCHASER and VENDOR expressly agree that there shall not be any duty of accounting or contribution for any reason, including for any income or expenses, however characterized, arising out of the rights granted to PURCHASER or retained by VENDOR, in and to the Software.
- (b) For further clarification, VENDOR and PURCHASER expressly agree as follows:
 - (i) Unless otherwise expressly agreed in writing by VENDOR, PURCHASER shall not have any rights in or to VENDOR Subsequent Modifications.
 - (ii) Unless otherwise expressly agreed in writing by PURCHASER, VENDOR shall not have any rights in or to PURCHASER Subsequent Modifications.
 - (iii) PURCHASER shall be the exclusive owner of the Patent Rights.
- (c) VENDOR shall from time to time, but without any further consideration therefor, execute and deliver such instruments or documents and take all other actions that do not require significant time or expense which PURCHASER may reasonably request in order to more effectively carry out this Agreement and to vest in PURCHASER the rights granted herein. Upon the written request of PURCHASER, VENDOR shall provide Further Assurances.

- (d) The undivided ____% interest in the software is being provided and sold by VENDOR to PURCHASER “as is” and without warranty. VENDOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. License of Patent Rights

PURCHASER hereby grants and VENDOR hereby accepts a worldwide, non-exclusive, non-transferable, and royalty-free license to use and possess the Patent Rights in accordance with this Section and undertakes to provide VENDOR with any documents reasonably required by VENDOR describing, documenting and evidencing the Patent Rights, now and in the future; provided, however, VENDOR’s use of the Patent Rights shall be subject, in addition to this Section, to the same restrictions as apply to VENDOR’s use of the Software.

- (a) VENDOR may sublicense the Patent Rights. VENDOR expressly agrees to comply with the export control laws and regulations of _____.
- (b) The license granted in this Section is perpetual; provided, VENDOR adheres to the provisions of this Section.
- (c) This license does not give VENDOR title or any other rights in the Patent Rights, except as expressly set forth in this Section. All rights not expressly granted to VENDOR remain in PURCHASER.

THIS IS A 9-PAGE AGREEMENT.