

SOFTWARE SALE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF SELLER]
[address]
(the "Seller")

- and -

[NAME OF BUYER]
[address]
(the "Buyer")

WHEREAS:

- A. Seller has, in consultation with Buyer, developed and is the sole legal and beneficial owner of the following software: *[insert name of software program(s)]* (the "Software").
- B. Seller has agreed to sell the software and the source code and documentation for the Software to Buyer.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

SALE

1. Seller hereby sells all of Seller's right, title and interest in and to the Software, including the source code and documentation for the Software, to the Buyer free and clear of all liens, charges, encumbrances, security interests or third party rights of any kind whatsoever.

PURCHASE PRICE

2. Buyer agrees to pay Seller a purchase price for the Software equal to \$#####.## immediately upon execution of this Agreement. *[if not cash, set out details of how purchase price will be paid]*