

SOFTWARE PUBLISHING AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____. (the "Agreement")

BETWEEN:

_____ (insert name of publisher)
_____ (insert complete address)
(the "Publisher")

-AND-

_____ (insert name of author)
_____ (insert complete address)
(the "Author")

This Software Publishing Agreement concerns the software product described in Exhibit "A" attached hereto, including all versions thereof for any computers, devices or equipment, the program documentation therefor, and documentation for use thereof in conjunction with any computers, devices or equipment for which designed (the "Work").

1. Publisher's Representation

The Publisher represents and warrants to the Author that the Publisher has full power and authority to make this Agreement and perform its obligations under it.

2. Author's Warranties

The Author represents and warrants to the Publisher that:

- a. *Authority.* The Author has full power and authority to make this Agreement and the grant of rights made hereby and to perform the Author's obligations under this Agreement.
- b. *Original Work.* The Work is a wholly original work, solely originated and created by the Author after _____; (insert date) if any persons other than the Author personally participated in the preparation of the Work, they did so only for hire as employees of the Author within the scope of employment thereby, and never had and do not have any rights or interest in and to the Work; the Work was not prepared for or pursuant to any agreement for its preparation with any third persons.
- c. *Sole Owner.* The Author is the sole owner of the Work and of all rights therein, including all copyrights in and obtainable in and to the work, and has not mortgaged or otherwise encumbered or permitted encumbrance of the Work or of any rights therein, or granted or licensed any rights in the Work or in or under any such copyright to, or entered into any option or other agreements respecting any such rights, with any third persons.
- d. *No Publication.* The Work has not heretofore been published in any form or manner anywhere; the Work is not in the public domain, and does not infringe any copyright or violate any patent, trade secret or other property, proprietary or personal rights of any third persons and does not contain any materials which it was in any way unlawful to have included therein.
- e. *No Other Versions.* The Author has not prepared any versions of the work other than those to be delivered to the Publisher hereunder.

- f. *No Copyright Filing.* No claim of copyright relating to the Work has been submitted to, filed or registered with the United States Copyright Office or any similar public office in any other country.
- g. *No Trademark Filing.* The Author has not filed or registered any trademark or claim of trademark rights in any public office with respect to, and has made no agreement with any third persons with respect to the title of or name for the Work indicated in this Agreement or any similar title or name.
- h. *No Adverse Agreements or Conduct.* The Author has not made and will not hereafter make any agreement with any third persons, or voluntarily engage in any conduct, adversely affecting the Work or the rights granted hereby or the value thereof or which would impair the Author's ability to perform its obligations under this Agreement.