

SOFTWARE SALE AGREEMENT

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

BETWEEN:

(the "Seller")

-AND-

(the "Buyer")

WHEREAS:

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

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

1. Sale

The Seller hereby sells all of the Seller's right, title, and interest in and to the Software, including all 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.

2. Purchase Price

The Buyer agrees to pay the Seller a purchase price for the Software equal to \$_____ (insert amount) immediately upon execution of this Agreement. (if the Software is not purchased in cash, insert details of how purchase price will be paid in this section.)

3. Property Rights

3.1 This is a sale and not a license. Upon completion of this transaction, title and all intellectual property rights in and to the Software and any accompanying documentation shall be owned by the Buyer. The Seller hereby waives any and all intellectual property rights of any kind in the Software, including any moral rights.

3.2 The Seller acknowledges and agrees that the Software shall be the Buyer's proprietary, confidential business information and a trade secret. The Seller shall at all times respect and protect the Buyer's property rights in the Software.

4. Representations And Warranties

The Seller represents and warrants to the Buyer as follows: