

AGREEMENT FOR SALE OF SOFTWARE (NEW ZEALAND)

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

BETWEEN:

(the "Vendor")

-AND-

(the "Purchaser")

WHEREAS:

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

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

1. Sale

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

2. Purchase Price

The Purchaser agrees to pay the Vendor 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 licence. 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 Purchaser. The Vendor hereby waives any and all intellectual property rights of any kind in the Software, including any moral rights.

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

4. Representations And Warranties

The Vendor represents and warrants to the Purchaser as follows: