

# SOFTWARE ASSIGNMENT AGREEMENT

**BETWEEN:** .....  
.....  
.....  
(hereinafter referred to as the "Developer")

**O1**

**AND:** .....  
.....  
.....  
(hereinafter referred to as the "Assignee")  
(the Developer and the Assignee are hereinafter collectively referred to as the "Parties")

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## PREAMBLE

WHEREAS the Developer designs and develops various software, including the software contemplated in this Agreement;

WHEREAS the Assignee wishes to acquire all the Developer's intellectual property rights, titles and interests in and to the said software product;

WHEREAS the Developer has agreed to assign to the Assignee all of the Developer's intellectual property rights, titles and interests in and to the said software product, the whole in accordance with the terms and conditions set forth hereinbelow;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

## NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### 1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

### 2.00 OBJECT

**O2**

#### 2.01 Assignment of Intellectual Property Rights

Provided the Assignee abides by each and every one of the provisions of this Agreement, the Developer shall assign to the Assignee all its Intellectual Property Rights, Titles and Interests in and to:

a) the software and related documentation (hereinafter collectively referred to as the

Developer	Assignee

- "Software Product") which is more fully described in the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications");
- b) the patentable inventions and the discoveries, ideas, improvements, know-how, trade secrets, confidential information and other intellectual property elements contained in, or relating to, the Software Product; and
  - c) the licences granted by third party developers in connection with the inclusion of any component in the Software Product, which licences are set forth in the Specifications.

## **2.02 Moral Rights Waiver**

The Developer shall expressly waive all its moral rights and other similar rights in and to the Software Product or relating thereto.

## **2.03 Relevant Elements**

For purposes of this Agreement, the Software Product shall include the following elements, without limitation:

- a) the source code and object code for the Software Product;
- b) all copies of the Software Product, whether or not made by the Developer;
- c) all revised or updated versions of the Software Product;
- d) all new, expanded or improved versions of the Software Product;
- e) all error corrections, bug corrections, program patches and updates relating to the Software Product;
- f) all documentation regarding the Software Product, namely:
  - all technical documentation relating to the design and development of the Software Product;
  - all documentation relating to the operation of the Software Product;
  - all documentation relating to the use of the Software Product;
  - all documentation relating to the help provided to users;
  - all documentation integrated into the Software Product or accessible through the Internet;
  - all other relevant documentation, regardless of the form, medium or location of such documentation.

## **2.04 Nature of the Rights Conferred**

The Intellectual Property Rights, Titles and Interests in and to the Software Product conferred by the Developer upon the Assignee pursuant to this Agreement shall include the following rights, without limitation:

- a) the right to use;
- b) the right to modify, including the right to improve, translate and re-write into another language or in another manner;
- c) the right to adapt;
- d) the right to integrate and incorporate into any existing or future work;
- e) the right to exploit;
- f) the right to grant licences and sub-licences;
- g) the right to perform;
- h) the right to distribute and cause the distribution;
- i) the right to broadcast;
- j) the right to communicate to the public by telecommunication;
- k) the right to perform in public;
- l) the right to reproduce;
- m) the right to transfer to another environment (hardware, software, computer, electronic, Web, multimedia or other);

Developer	Assignee