

Table of Contents

CHAPTER 1. INTRODUCTION AND OVERVIEW

- § 1:1 Introduction
- § 1:2 Policies and procedures
- § 1:3 Software licenses counsel should review
- § 1:4 Learning from the cases
- § 1:5 Other areas of concern—Financially unsound licensor
- § 1:6 —Licenses involving independent contractors
- § 1:7 —Licenses involving the government
- § 1:8 —Modified software
- § 1:9 —Patentability of software
- § 1:10 —Disabling devices
- § 1:11 —Licenses with tying provisions
- § 1:12 Capital equipment purchases
- § 1:13 Tax issues
- § 1:14 Outsourcing and related changes
- § 1:15 Business combinations
- § 1:16 Managing risks
- § 1:17 Jurisdiction
- § 1:18 The legal landscape
- § 1:19 Specific transactions
- § 1:20 —Trial and test agreements
- § 1:21 —Programmer’s agreements
- § 1:22 Forms and checklists

CHAPTER 2. SOFTWARE LICENSING—COMPANY POLICIES AND PROCEDURES

- § 2:1 Introduction
- § 2:2 The elements of a company policy statement on software licensing
- § 2:3 —Require a written license
- § 2:4 —Clearly identify the licensor and establish with reasonable certainty that the licensor has the full rights to grant you the license that you intend to obtain
- § 2:5 —Clearly identify the licensee
- § 2:6 —Avoid overbroad obligations
- § 2:7 —Confidentiality
- § 2:8 —Minimum software rights
- § 2:9 —Default provisions

- § 2:10 —Training and support
- § 2:11 —Attachments
- § 2:12 —Programmers, independent contractors, and modifications
- § 2:13 —No grant-back provisions
- § 2:14 —Additional considerations
- § 2:15 Options other than a company policy statement
- § 2:16 —Treat software licensing as a capital purchase
- § 2:17 —Have a software expert
- § 2:18 —Company forms
- § 2:19 —The educational approach
- § 2:20 Mass-market licenses
- § 2:21 Company records retention policies and mass-market software licenses—Introduction
- § 2:22 —Common problems—External software audits
- § 2:23 — —Fines and penalties
- § 2:24 —Records retention—Licenses
- § 2:25 — —Policies and procedures
- § 2:26 — — —Internal software audits
- § 2:27 — — —Example of an audit
- § 2:28 —Conclusion
- § 2:29 —Online resources—Business Software Association
- § 2:30 — —Software & Information Industry Association
- § 2:31 Site licensing—What is “site licensing”?
- § 2:32 —What are the issues?
- § 2:33 — —Definition of the licensee
- § 2:34 — —Definition of the program
- § 2:35 — —Administration of the program
- § 2:36 — —Protection from copyright suits
- § 2:37 —What about a site license that limits the number of copies that you can make?
- § 2:38 —What about the documentation?
- § 2:39 —What about a customer service support line?
- § 2:40 —Overseas uses

Appendix 2-A. Sample Company Policy Statement on
Software Licensing

CHAPTER 3. NEGOTIATING A COMPUTER SOFTWARE CONTRACT: THE LICENSEE'S PERSPECTIVE

- § 3:1 Introduction
- § 3:2 Purchase or license?
- § 3:3 Scope of use
- § 3:4 —One location/machine
- § 3:5 —Use by subsidiaries and affiliates
- § 3:6 —Use by employees

TABLE OF CONTENTS

§ 3:7	—Use by contractors
§ 3:8	Infringement warranty
§ 3:9	Limitation of liability
§ 3:10	—Negotiate damages and total liability for vendor
§ 3:11	—Incorporating sales materials
§ 3:12	—Acceptance procedure
§ 3:13	Documentation
§ 3:14	Technical support/training
§ 3:15	Maintenance agreement
§ 3:16	—What services are provided?
§ 3:17	—Price caps
§ 3:18	—Discontinuation of maintenance
§ 3:19	—Updates and enhancements
§ 3:20	—Twenty-first century compliance
§ 3:21	Source code escrow—Background information
§ 3:22	—Important source code escrow provisions
§ 3:23	Other suggested warranty provisions
§ 3:24	—Authorization codes
§ 3:25	—Performance criteria warranties
§ 3:26	Nondisclosure provisions
§ 3:27	Termination
§ 3:28	—Termination by either party
§ 3:29	—No termination upon bankruptcy
§ 3:30	—Termination assistance
§ 3:31	Custom software development
§ 3:32	—Proprietary rights ownership
§ 3:33	—Time is of the essence
§ 3:34	—Nonassignability
§ 3:35	—Software specifications
§ 3:36	—Contract price
§ 3:37	Conclusion

CHAPTER 4. SHRINK-WRAP AND CLICK-WRAP LICENSES

§ 4:1	Introduction
§ 4:2	Definitions of shrink-wrap and click-wrap licenses
§ 4:3	Current law
§ 4:4	—Case law—Shrink-wrap licenses
§ 4:5	— —Click-wrap licenses
§ 4:6	— — —Forum selection clauses
§ 4:7	— —Browse-wrap licenses
§ 4:8	— —User agreement—Arbitration clause
§ 4:9	— — —Phone applications
§ 4:10	— — —Change-of-terms provision
§ 4:11	— —Censorship clauses
§ 4:12	—Uniform Computer Information Transactions Act

- § 4:13 Counseling suggestions
- § 4:14 Federal preemption
- § 4:15 Conclusion

CHAPTER 5. SOFTWARE CONTRACTING ISSUES

- § 5:1 Introduction
- § 5:2 Determining the terms of the contract—Lease versus security interest
 - § 5:3 —The integration clause
 - § 5:4 —Implied-in-fact license
 - § 5:5 —Battle-of-the-forms
 - § 5:6 —Performance
 - § 5:7 —Seller’s right to cure; Buyer’s right to revoke acceptance
 - § 5:8 —Statute of limitations
 - § 5:9 —Fraudulent misrepresentations by the seller
 - § 5:10 — —Misrepresentations versus puffery
 - § 5:11 — —Intent to defraud
 - § 5:12 — —Proving reliance
 - § 5:13 — — —Waiver
 - § 5:14 — —Remedies for fraud/misrepresentation
 - § 5:15 —Negligent misrepresentation and other tort theories of liability
 - § 5:16 — —Gist of the action doctrine
 - § 5:17 —Warranties
 - § 5:18 — —Length
 - § 5:19 —Seller’s disclaimer of warranties—Oral representations versus written disclaimers
 - § 5:20 — —Manufacturer’s disclaimers
 - § 5:21 —Partial performance and oral contracts
 - § 5:22 —Third-party beneficiaries
 - § 5:23 —Remedies
 - § 5:24 — —Liquidated damages
 - § 5:25 — — —Late delivery
 - § 5:26 — — —Reasonableness of amount
 - § 5:27 — —Enforcement of contractual limitations of remedies
 - § 5:28 — —Accord and satisfaction
 - § 5:29 —Bankruptcy issues
 - § 5:30 —Termination of software maintenance support
 - § 5:31 —Employee raiding
 - § 5:32 Conclusion

CHAPTER 6. SOFTWARE-RELATED WEB SITES

- § 6:1 Introduction

TABLE OF CONTENTS

- § 6:2 Law firm sites
- § 6:3 Computer-related organizations
- § 6:4 Intellectual property organizations and resources—
General
- § 6:5 —Copyrights
- § 6:6 —Patents
- § 6:7 —Trade secrets
- § 6:8 University resources
- § 6:9 Source code escrow providers
- § 6:10 Miscellaneous

CHAPTER 7. TRIAL AND TEST/BETA TEST AGREEMENTS

- § 7:1 Introduction and overview
- § 7:2 Key elements of trial and test/beta test agreements
- § 7:3 The ultimate license
- § 7:4 Details of the testing
- § 7:5 —Payments
- § 7:6 —Confidentiality
- § 7:7 —What happens at the termination of the test?
- § 7:8 —Support and training
- § 7:9 —Warranties
- § 7:10 —Possible system damage from the program
- § 7:11 Trial and test of an e-commerce service
- § 7:12 Summary and conclusions

CHAPTER 8. SOURCE CODE ESCROW AGREEMENTS

- § 8:1 Introduction
- § 8:2 Basic concept
- § 8:3 Form and content of the agreement—Generally
- § 8:4 —When can the licensee obtain the source code?
- § 8:5 — —Bankruptcy
- § 8:6 — —Failure to perform
- § 8:7 —What happens if the software owner objects to a
licensee's demand for the source code?
- § 8:8 —How does a licensee know whether the escrow agent
possesses the most current version of the software?
- § 8:9 —Who has title to the materials in escrow?
- § 8:10 —Damage provisions
- § 8:11 Security agreement
- § 8:12 Criminal conduct
- § 8:13 Source code escrow agreement checklist
- § 8:14 Source code escrow clause collection
- § 8:15 Source code escrow providers

CHAPTER 9. INTELLECTUAL PROPERTY ISSUES CONCERNING SOFTWARE

- § 9:1 Introduction
- § 9:2 Copyright protection—Copyrightability of software
- § 9:3 —Registration of copyright
- § 9:4 —Copyright infringement
- § 9:5 — —Adaption by owner of copy
- § 9:6 — —Claim preclusion
- § 9:7 — —Separate-accrual rule
- § 9:8 — —Substantial similarity
- § 9:9 —Fair use
- § 9:10 —Copyright misuse
- § 9:11 —Joint work
- § 9:12 —The work-made-for-hire doctrine
- § 9:13 —Derivative works
- § 9:14 —The first sale doctrine
- § 9:15 Patent protection
- § 9:16 Trade secret protection
- § 9:17 —Structure, sequence, and organization of a program
- § 9:18 —Effect of some elements of the program being in the
public domain
- § 9:19 — —Disclosure
- § 9:20 —Misappropriation
- § 9:21 — —Forum selection provision
- § 9:22 —Employment agreements
- § 9:23 —Criminal liability
- § 9:24 Trademark protection—Introduction
- § 9:25 —Protectability of a trademark
- § 9:26 —Relevant case law

CHAPTER 10. BUSINESS METHOD PATENTS

- § 10:1 Introduction
- § 10:2 Basic statutory requirements
- § 10:3 —Statutory subject matter
- § 10:4 —Nonobviousness
- § 10:5 —Novelty
- § 10:6 Historical development of software patentability
- § 10:7 —The *Diehr* case
- § 10:8 —The *Alappat* case
- § 10:9 —The *State Street* case
- § 10:10 Aftermath of *State Street*—Cases
- § 10:11 —The legislative response
- § 10:12 —The PTO response

TABLE OF CONTENTS

**CHAPTER 11. ELECTRONIC SOFTWARE
DISABLEMENT AND REPOSSESSION**

- § 11:1 Introduction
- § 11:2 Electronic software disablement and repossession—
Defined
- § 11:3 —Time bombs
- § 11:4 —Termination by remote access
- § 11:5 —Removal of source code
- § 11:6 Applicable law—Common law
- § 11:7 —Federal law
- § 11:8 —Selected state laws
- § 11:9 — —Types of statutes
- § 11:10 — —Level of culpability
- § 11:11 — — —New York
- § 11:12 — — —Wisconsin
- § 11:13 — — —Nevada
- § 11:14 —Uniform Computer Information Transactions Act
- § 11:15 Illustrative cases—Civil liability—Causes of action
- § 11:16 — —Notice
- § 11:17 — —Contract
- § 11:18 — —Economic duress
- § 11:19 — —Damages
- § 11:20 — —“Unclean hands”
- § 11:21 —Criminal liability
- § 11:22 Contracting around disablement and repossession
problems

**CHAPTER 12. TYING ARRANGEMENTS
INVOLVING SOFTWARE**

- § 12:1 Introduction
- § 12:2 The basic elements of tying under the antitrust laws
- § 12:3 Analysis approach
- § 12:4 Tying software to hardware/equipment
- § 12:5 Software integration/modification/enhancements
- § 12:6 Tying hardware maintenance to software support
- § 12:7 —The two-product requirement
- § 12:8 —The conditioning requirement
- § 12:9 —Properly defining the tying market
- § 12:10 —Market power
- § 12:11 —The volume of commerce requirement
- § 12:12 Other antitrust issues
- § 12:13 Conclusion

CHAPTER 13. OPEN SOURCE SOFTWARE

- § 13:1 Introduction

- § 13:2 Business background and overview
- § 13:3 Features of open source software and licenses
- § 13:4 —Access to source code
- § 13:5 —License to modify and distribute source code
- § 13:6 —Grant of same rights to licensee
- § 13:7 —No required royalty or fee
- § 13:8 Legal issues—Exposing proprietary software to the GPL
- § 13:9 —Antitrust laws
- § 13:10 —Intellectual property rights in open source software
- § 13:11 Open source legislation—Domestic
- § 13:12 —International
- § 13:13 Summary and conclusions

Appendix 13-A. GNU General Public License: Version 2

Appendix 13-B. Open source software use within the U.K.
government Version 1, Dated July 15, 2002

Appendix 13-C. GNU General Public License: Version 3

CHAPTER 14. MANAGING OPEN SOURCE SOFTWARE RISKS IN MERGER AND ACQUISITION CORPORATE TRANSACTIONS

- § 14:1 Introduction
- § 14:2 What is open source software?
- § 14:3 Key open source issues to consider in mergers and acquisitions
- § 14:4 Conclusion

CHAPTER 15. THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT

- § 15:1 Introduction
- § 15:2 Scope and definition of terms
- § 15:3 Electronic transactions
- § 15:4 The statute of frauds and formation issues—
Formation in general
- § 15:5 —Statute of frauds
- § 15:6 —Authentication and attribution procedure
- § 15:7 —Offer and acceptance: Electronic contracting
- § 15:8 Standard forms
- § 15:9 Mass-market licenses
- § 15:10 Warranty provisions—Express and implied warranties
- § 15:11 Warranties provisions—Scope and definition of terms
- § 15:12 Warranty provisions—Disclaiming warranties

TABLE OF CONTENTS

- § 15:13 —Warranties to third parties
- § 15:14 Remedies—Consequential damages
- § 15:15 —Electronic disablement and repossession
- § 15:16 Reverse engineering
- § 15:17 —Current law on reverse engineering
- § 15:18 — —Copyright Act
- § 15:19 — —Case law
- § 15:20 —Reverse engineering and the Uniform Computer Information Transactions Act
- § 15:21 Comparison to the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act
- § 15:22 Current status of the Uniform Computer Information Transactions Act
- § 15:23 The American Law Institute's Principles of the Law of Software Contracts

Bibliography

CHAPTER 16. THE COMPUTER SOFTWARE RENTAL AMENDMENTS ACT OF 1990

- § 16:1 Introduction
- § 16:2 Background: Concerns about protecting software ownership—Shrink-wrap licenses
- § 16:3 —Contributory infringement
- § 16:4 —Copy protection devices
- § 16:5 The CSRAA
- § 16:6 —Exceptions to the rule
- § 16:7 —Illustrative case
- § 16:8 Current law and the CSRAA
- § 16:9 Conclusion

Appendix 16-A. Title VIII—Computer Software

CHAPTER 17. CONTRACTING FOR PROGRAMMING SERVICES

- § 17:1 Introduction
- § 17:2 The legal issues
- § 17:3 —Copyright law—Overview
- § 17:4 — —If your client's contract is with a programming house rather than an individual
- § 17:5 — —Copyright assignment in the agreement only versus separate assignment after copyrighted work is created
- § 17:6 —Patents
- § 17:7 —Assignment of programmers
- § 17:8 —Control: Independent contractor versus employee—Legal considerations

- § 17:9 — —Practical considerations—To whom do the
programmers report?
- § 17:10 — — —The required standard of performance
- § 17:11 —Confidential information
- § 17:12 —Noncompetition clauses
- § 17:13 — —Legitimate business reason
- § 17:14 — —Reasonable in terms of both time and geography
- § 17:15 Additional provisions
- § 17:16 Conclusion

CHAPTER 18. THE DIGITAL MILLENNIUM COPYRIGHT ACT

- § 18:1 Introduction
- § 18:2 Title I: Implementation of international treaties
- § 18:3 —Sections 1201 and 1202: Two important new
protections
- § 18:4 Section 1201: Circumvention of copyright protection
systems
- § 18:5 —Exceptions and exemptions
- § 18:6 Section 1202: Copyright management information
- § 18:7 —Limitations on liability
- § 18:8 —Civil and criminal penalties for violations of
§§ 1201 and 1202
- § 18:9 Title II: Online service provider liability
- § 18:10 —Definition of service provider
- § 18:11 —Definition of “user”
- § 18:12 —Activities covered by the act
- § 18:13 — —Limitation for transitory communications
- § 18:14 — —Limitation for system caching
- § 18:15 — —Limitations for system storage and information
locating tools
- § 18:16 —Burden of proof
- § 18:17 —Implement a termination and accommodation
policy
- § 18:18 — —Knowledge
- § 18:19 —Designate an agent
- § 18:20 —Monitoring not necessary
- § 18:21 —Notice and takedown provisions
- § 18:22 —Takedown and put back procedures
- § 18:23 —Legal remedies: Monetary and injunctive relief
- § 18:24 —Rule for nonprofit educational institutions
- § 18:25 —Counseling suggestions
- § 18:26 —Conclusion
- § 18:27 Title III: Computer maintenance or repair copyright
exemption
- § 18:28 Title IV: Miscellaneous provisions

TABLE OF CONTENTS

- § 18:29 —Provisions relating to the register of copyrights
- § 18:30 —Ephemeral recordings
- § 18:31 —Study on distance education
- § 18:32 —Exemption for libraries and archives
- § 18:33 —Scope of exclusive rights in sound recordings;
Ephemeral recordings—Webcasting
- § 18:34 — —Statutory licenses
- § 18:35 — —Interactive services
- § 18:36 — —Ephemeral recordings
- § 18:37 — —Rulemaking regarding broadcasters
- § 18:38 —Assumption of contractual obligations upon
transfers of rights in motion pictures
- § 18:39 Title V: Protection of original vessel designs
- § 18:40 Proposed amendments that were not adopted

CHAPTER 19. PROJECT MANAGEMENT PROVISIONS IN SOFTWARE TRANSACTION AGREEMENTS

- § 19:1 Introduction
- § 19:2 Project management provisions—Appointment of a
project manager or committee
- § 19:3 — —Duties of the manager/committee
- § 19:4 — —Replacement of manager or committee members
- § 19:5 — —Nondisclosure agreements
- § 19:6 — —Role after termination
- § 19:7 —Project specifications
- § 19:8 —Schedules
- § 19:9 —Amendments
- § 19:10 —Acceptance of the project
- § 19:11 —Dispute resolution procedures
- § 19:12 —Termination
- § 19:13 Sample clauses

CHAPTER 20. SOFTWARE DISTRIBUTION

- § 20:1 Forms of software distribution
- § 20:2 —Traditional distribution
- § 20:3 —Electronic distribution
- § 20:4 —The BEA systems distribution agreement
- § 20:5 —Business partner agreements
- § 20:6 Controlling documents
- § 20:7 Conclusion

CHAPTER 21. INTELLECTUAL PROPERTY AND BANKRUPTCY LAW

- § 21:1 Introduction

- § 21:2 Property of estate
- § 21:3 Perfecting security interests in intellectual property
- § 21:4 —Copyrights
- § 21:5 —Trademarks
- § 21:6 —Patents and trade secrets
- § 21:7 —Revised UCC Article 9
- § 21:8 Assumption or rejection of intellectual property licenses
- § 21:9 —Executory contracts
- § 21:10 —The *Lubrizol* case
- § 21:11 —The Intellectual Property Bankruptcy Protection Act: 11 U.S.C.A. § 365(n)
- § 21:12 — —Rejection by debtor
- § 21:13 — —Election by licensee
- § 21:14 — —Royalties
- § 21:15 — —Post-petition interests
- § 21:16 —Source code escrow accounts
- § 21:17 Assignment of licensing agreements
- § 21:18 Other bankruptcy issues—Reclamation of goods
- § 21:19 —Competing interests
- § 21:20 —Sale of software post-petition was a debt and not an administrative expense claim
- § 21:21 —Surcharge expenses to preserve intellectual property allowed
- § 21:22 —Filing § 8 affidavit does not violate automatic stay
- § 21:23 —Prepetition assignment of trademark is ineffective if debtor continues to use mark
- § 21:24 —Sale of intellectual property does not require purchaser to provide future data to licensee
- § 21:25 —Trade secrets
- § 21:26 —Perpetual royalties

CHAPTER 22. CHECKLISTS

- § 22:1 Master software licensing checklist
- § 22:2 Checklist for determining independent contractor status

CHAPTER 23. SOFTWARE LICENSING CLAUSE COLLECTION (LICENSEE'S PERSPECTIVE)

- § 23:1 Recitals/background/whereas clauses
- § 23:2 Definitions
- § 23:3 The license grant
- § 23:4 Term of license
- § 23:5 Payments/fees
- § 23:6 Delivery and acceptance

TABLE OF CONTENTS

§ 23:7	Project manager
§ 23:8	Maintenance
§ 23:9	Training
§ 23:10	Improvements/modifications/updates
§ 23:11	Source code
§ 23:12	Disabling devices
§ 23:13	Relationship of the parties
§ 23:14	Rights in software or new ideas
§ 23:15	Confidential information
§ 23:16	Warranties/limitations of liability/indemnification
§ 23:17	Distribution
§ 23:18	End-user agreements
§ 23:19	Termination/default
§ 23:20	Audits
§ 23:21	Assignments
§ 23:22	Publicity
§ 23:23	Export controls
§ 23:24	Restrictions on hiring
§ 23:25	Noncompetition
§ 23:26	Records
§ 23:27	Trademark license
§ 23:28	Dispute provisions
§ 23:29	Other provisions

Appendix 23-A.	Model Software Licensing Agreement (User's Perspective)
----------------	---

CHAPTER 24. BASIC SOFTWARE LICENSES

§ 24:1	Sample software license agreement
§ 24:2	Software License Agreement (Renren Inc.)—2022
§ 24:3	Software As A Service License Agreement between Telenav, Inc. and General Motors Holdings LLC
§ 24:4	Amended and Restated Software Product License Agreement (mPhase Technologies Inc.)—2022
§ 24:5	Software licensing agreement between SiteHelix Inc. and Overstock.com, Inc.
§ 24:6	Software license agreement between Friendable, Inc. and Hang With, Inc.
§ 24:7	Software license agreement between Validian Corporation and Ganthet Mobile Corporation
§ 24:8	Software license agreement between Envoy Group Corn and Milestone Group PLC

CHAPTER 25. SOFTWARE LICENSE AND DISTRIBUTION AGREEMENTS

§ 25:1	Exclusive Software License and Distribution Agreement (Inpixon)
--------	---

- § 25:2 Software License Agreement (Golden Matrix Group Inc.)—2022

CHAPTER 26. OEM/RESELLER AGREEMENTS

- § 26:1 OEM master license agreement
§ 26:2 Master Fulfillment System Acquisition & Software License Agreement (Lulus Fashion Lounge Holdings Inc.)—2021

CHAPTER 27. *[Reserved]*

CHAPTER 28. SOFTWARE SUPPORT AND MAINTENANCE AGREEMENTS

- § 28:1 Software Service License Agreement between Telenav, Inc. and General Motors Holdings LLC
§ 28:2 Software Support and Maintenance Agreement between General Magic, Inc. and Starfish Software, Inc.
§ 28:3 Software license and service agreement between inPharmative, Inc. and National Medical Health Card Systems, Inc.
§ 28:4 Software support and maintenance agreement between Validian Corporation and Ganthet Mobile Corporation

CHAPTER 29. *[Reserved]*

CHAPTER 30. CONSULTING/ PROGRAMMERS AGREEMENTS

- § 30:1 Professional Services Agreement between Art Technology Group, Inc. and Sun Microsystems, Inc.
§ 30:2 Sample programmer's agreement
§ 30:3 Consulting and advisory agreement between Electronic Game Card, Inc. and Ms. Frances Salixalba
§ 30:4 Consulting services agreement between Guidewire Software, Inc. and MGA Insurance Company, Inc.

CHAPTER 31. SOFTWARE TESTING AGREEMENTS

- § 31:1 Beta test addendum
§ 31:2 Sample trial and test agreement

CHAPTER 32. SOURCE CODE ESCROW AGREEMENTS

- § 32:1 Software Sale Agreement between True Nature

TABLE OF CONTENTS

- Holding, Inc. and Pharmaceutical Care Consultants
of Fl. Inc.
- § 32:2 Escrow agreement for software
- § 32:3 Software escrow agreement
- § 32:4 Source code escrow provision

CHAPTER 33. *[Reserved]*

CHAPTER 34. *[Reserved]*

CHAPTER 35. COPYRIGHT ASSIGNMENTS

- § 35:1 Assignment of copyright

CHAPTER 36. *[Reserved]*

CHAPTER 37. OTHER AGREEMENTS

- § 37:1 Software Sale Agreement between True Nature
Holding, Inc. and Pharmaceutical Care Consultants
of Fl. Inc.
- § 37:2 Website/Software Services Agreement between UPAY,
Inc. and Twin Harbor Web Solutions, Inc.
- § 37:3 Marin Software Inc. Employee Invention Assignment
and Confidentiality Agreement
- § 37:4 Software Development Agreement between Thinking
Different Technologies B.V. and Airborne Wireless
Network
- § 37:5 Software Development, Acquisition and License
Agreement between Earth Life Sciences, Inc. and
Shatter Tech Venture Holdings Inc.
- § 37:6 Software Development Agreement between
Teknowland, Inc. and Creative Learning Corporation

APPENDICES

- Appendix A. Summaries of Basic Software Licenses
- Appendix B. Summaries of Software License and Distribution
Agreements
- Appendix C. Summaries of OEM/Reseller Agreements
- Appendix D. Summaries of Marketing Agreements
- Appendix E. Summaries of Software Support and
Maintenance Agreements
- Appendix F. Summaries of Software Development or
Customization Licenses
- Appendix G. Summaries of Consulting/Programmers
Agreements

- Appendix H. Summaries of Software Testing Agreements
- Appendix I. Summaries of Source Code Escrow Agreements
- Appendix J. Summaries of Cross Licenses
- Appendix K. Summaries of Software Licenses as Part of
Acquisition Agreement
- Appendix L. *[Reserved]*
- Appendix M. Summaries of End-User Agreements
- Appendix N. Summaries of Other Agreements

Table of Laws and Rules

Table of Cases

Index