

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— Unconscionability
§ 4:9	— — — —Website display
§ 4:10	— — — —Transactional context
§ 4:11	— — — —Phone applications

- § 4:12 — — —Change-of-terms provision
- § 4:13 — — —Censorship clauses
- § 4:14 —Uniform Computer Information Transactions Act
- § 4:15 Counseling suggestions
- § 4:16 Federal preemption
- § 4:17 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

TABLE OF CONTENTS

CHAPTER 6. SOFTWARE-RELATED WEB SITES

- § 6:1 Introduction
- § 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 — —Vicarious liability
- § 9:9 — —Substantial similarity
- § 9:10 —Fair use
- § 9:11 —Copyright misuse
- § 9:12 —Joint work
- § 9:13 —The work-made-for-hire doctrine
- § 9:14 —Derivative works
- § 9:15 —The first sale doctrine
- § 9:16 Patent protection
- § 9:17 Trade secret protection
- § 9:18 —Structure, sequence, and organization of a program
- § 9:19 —Effect of some elements of the program being in the public domain
- § 9:20 — —Disclosure
- § 9:21 —Misappropriation
- § 9:22 — —Forum selection provision
- § 9:23 —Employment agreements
- § 9:24 —Criminal liability
- § 9:25 Trademark protection—Introduction
- § 9:26 —Protectability of a trademark
- § 9:27 —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

TABLE OF CONTENTS

- § 10:9 —The *State Street* case
- § 10:10 Aftermath of *State Street*—Cases
- § 10:11 —The legislative response
- § 10:12 —The PTO response

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

TABLE OF CONTENTS

- § 15:10 Warranty provisions—Express and implied warranties
- § 15:11 Warranties provisions—Scope and definition of terms
- § 15:12 Warranty provisions—Disclaiming warranties
- § 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

TABLE OF CONTENTS

- § 18:25 —Counseling suggestions
- § 18:26 —Conclusion
- § 18:27 Title III: Computer maintenance or repair copyright exemption
- § 18:28 Title IV: Miscellaneous provisions
- § 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

TABLE OF CONTENTS

§ 23:3	The license grant
§ 23:4	Term of license
§ 23:5	Payments/fees
§ 23:6	Delivery and acceptance
§ 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	Master License Agreement and Standard End User License Agreement (Schrodinger Inc.)—2024
§ 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 License Agreement (LeddarTech Holdings Inc.)—2024
§ 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

TABLE OF CONTENTS

§ 31:2 Sample trial and test agreement

CHAPTER 32. SOURCE CODE ESCROW AGREEMENTS

§ 32:1 Software Sale Agreement between True Nature 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 Software Purchase Agreement (Starbox Group Holdings Ltd.)—2024

§ 37:3 Technology License and Software Development Agreement (Versus Systems Inc.)—2024

§ 37:4 Software Asset Transfer Agreement (iPower Inc.)—2026

§ 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