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Structuring Software and Technology Licensing and Development Agreements

Drafting Key Provisions to Allocate Risk, Avoid Common Pitfalls, and Minimize Liability

WEDNESDAY, NOVEMBER 14, 2012

1pm Eastern | 12pm Central | 11am Mountain | 10am Pacific

Today's faculty features:

Paul C. Jorgensen, Principal, **The Jorgensen Law Firm PLLC**, Washington, D.C.

The audio portion of the conference may be accessed via the telephone or by using your computer's speakers. Please refer to the instructions emailed to registrants for additional information. If you have any questions, please contact **Customer Service at 1-800-926-7926 ext. 10.**

Supplement to

Structuring Software and Technology Licensing and Development Agreements: *Crafting Provisions to Allocate Risk, Avoid Common Pitfalls, and Minimize Liability*

November 14, 2012

By

Paul C. Jorgensen

THE JORGENSEN LAW FIRM PLLC
INTELLECTUAL PROPERTY AND CONTRACT LAW

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Post-termination

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Unless the parties otherwise agree, termination of a Schedule does not result in the termination of the Master License or any other Schedule, but termination of the Master License results in the termination of all Schedules. In the event of termination of this Master License or any Schedule pursuant to Sections 5, 7.1, 7.2 or 7.3, or in the event of termination or suspension of Services under Sections 4.1 or 4.3 (a) Provider will cease all Services under the applicable Schedule(s); (b) Owner will pay Provider's invoices for Services performed and expenses incurred under the applicable Schedule(s) up to the termination date.

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On termination for any reason: 1. Acme will a) provide Beta with an electronic copy of Monster master file data and other materials relevant to Monster operation; b) provide Beta with assistance that is reasonably required to transition Monster and the Program; c) provide Beta with all Store records; and d) refund to Stores the prorated portion of Fees as of the end of the Service, as Beta directs. 2. Beta will confirm to Acme in writing when Beta receives the above-listed information and confirms that the Stores received their refunds. When Acme gets Beta's confirmation, Acme will delete all Program-related data from its production and testing environments. Acme may retain an archive copy of the Program-related data for use exclusively in dispute resolution.

Miscellaneous: Force Majeure

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Miscellaneous: Choice of Law

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The validity, construction and performance of this Agreement will be governed in all respects by the laws of the State of New York without giving effect to the conflict of laws principles thereof. The Parties agree that any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by a court of competent jurisdiction in New York County, New York.

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This Agreement will be interpreted and enforced under District of Columbia law without regard to its conflict of law principles. The parties will hold any litigation arising from this Agreement exclusively in District of Columbia courts.