

# Software Distribution Agreement

This Software Distribution Agreement ("Agreement") is made and entered into as of [ ], by and between [ ], a company incorporated under the laws of [ ], with its principal place of business at [ ] ("Supplier"), and [ ], a company incorporated under the laws of [ ], with its principal place of business at [ ] ("Distributor").

## 1. Grant of License

Supplier grants to Distributor a [ ] license to distribute the software known as [ ] ("Software") within the territory of [ ].

## 2. Term

This Agreement shall begin on [ ] and continue for a period of [ ] years, unless terminated earlier in accordance with this Agreement.

## 3. Payment

Distributor agrees to pay Supplier a distribution fee of [ ] payable according to the schedule set forth in [ ].

## 4. Confidentiality

Both parties shall keep all confidential information exchanged under this Agreement strictly confidential and shall not disclose it to any third party without prior written consent.

## 5. Termination

Either party may terminate this Agreement by giving [ ] days written notice to the other party in the event of a material breach.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [ ].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Supplier:**

[ ]

Name: [ ]

Title: [ ]

Date: [ ]

**Distributor:**

[ ]

Name: [ ]

Title: [ ]

Date: [ ]