

This Agreement helps Manufacturers maximize revenue, increase sales and reduce costs in establishing OEM arrangements. This is the form you need if you are an equipment manufacturer establishing distributors for your equipment.

Form Outline
OEM Agreement (Favors Manufacturer)

Article I - Recitals and Definitions

- Section 1.01 - Recitals
- Section 1.02 - Definitions

Article II - Marketing and Distribution

- Section 2.01 - Marketing Rights
- Section 2.02 - Distribution Rights
- Section 2.03 - Delivery
- Section 2.04 - Efforts
- Section 2.05 - Restrictions
- Section 2.06 - Costs
- Section 2.07 - Noncompetition
- Section 2.08 - Trademark
- Section 2.09 - Determination of License Fee
- Section 2.10 - Proprietary Legends
- Section 2.11 - Non-exclusive

Article III - License Rights

- Section 3.01 - Grant of License
- Section 3.02 - Product
- Section 3.03 - Support
- Section 3.04 - Authorized Use

Article IV - Services Support

- Section 4.01 - Consultations
- Section 4.02 - Marketing Materials
- Section 4.03 - Efforts

Article V - Payment and Reporting

- Section 5.01 - Fee
- Section 5.02 - Royalties
- Section 5.03 - Invoices
- Section 5.04 - Recordkeeping and Auditing
- Section 5.05 - Insurance
- Section 5.06 - Taxes
- Section 5.07 - Risk of Loss
- Section 5.08 - Termination Fees

**Need Help?
Have Questions?**
Call
904-285-2521 x25
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help with your form
selection.

Contract Review

If you make
changes to your
contract and would
like to have it
reviewed by a
Technology Lawyer,
you can request a
review for a
Fixed Price.

**See WebSite
for Details**

Article VI - Intellectual Property

- Section 6.01 - Confidential Information
- Section 6.02 - Ownership and Title
- Section 6.03 - Trade Secrets
- Section 6.04 - Employee Pirating
- Section 6.05 - Modification
- Section 6.06 - Reverse Engineering
- Section 6.07 - Export

Article VII- Warranty

- Section 7.01 - [Licensor] Warranty
- Section 7.02 - Distributor Warranty
- Section 7.03 - Warranty Limitation
- Section 7.04 - Limitation of Damages
- Section 7.05 - Force Majeure
- Section 7.06 - [Licensor] Indemnification
- Section 7.07 - Distributor Indemnification
- Section 7.08 - Security Interest
- Section 7.09 - Misrepresentation
- Section 7.10 - Express Warranties
- Section 7.11 - End-Users

Article VIII- Termination

- Section 8.01 - Term
- Section 8.02 - Renewal
- Section 8.03 - Termination for Convenience
- Section 8.04 - Cancellation for Cause
- Section 8.05 - Return of Materials
- Section 8.06 - Effect of Termination
- Section 8.07 - Nonpayment

Article IX- Miscellaneous

- Section 9.01 - Relationship of the Parties
- Section 9.02 - Public Announcements
- Section 9.03 - Arbitration
- Section 9.04 - Litigation Expense
- Section 9.05 - Assignment
- Section 9.06 - Complete Agreement
- Section 9.07 - Assurances
- Section 9.08 - Amendments and Modifications
- Section 9.09 - Severability
- Section 9.10 - Captions
- Section 9.11 - Counterparts
- Section 9.12 - Governing Law

Section 9.13 - Notice
Section 9.14 - Pronouns/Gender
Section 9.15 - Waiver
Section 9.16 - Equitable Remedies
Section 9.17 - Continuation

EXHIBIT A

End-User License

Article I - Recitals and Definitions

Section 1.01 - Recitals
Section 1.02 - Definitions

Article II- Scope of License

Section 2.01 - Grant of Sublicense
Section 2.02 - Acceptance
Section 2.03 - Risk of Loss
Section 2.04 - Authorized Use

Article III - Services Support

Section 3.01 - Consultations
Section 3.02 - Consultation Fees

Article IV - Payment

Section 4.01 - License Fees
Section 4.02 - Invoices
Section 4.03 - Taxes

Article V - Termination

Section 5.01 - Termination Limitations
Section 5.02 - Term
Section 5.03 - Termination
Section 5.04 - Cancellation for Cause
Section 5.05 - Nonpayment
Section 5.06 - Return of Product

Article VI - Warranty

Section 6.01 - Product Warranty
Section 6.02 - Services Warranty
Section 6.03 - Authority
Section 6.04 - Warranty Limitation
Section 6.05 - Express Warranties

Section 6.06 - Limitation of Damages
Section 6.07 - Force Majeure
Section 6.08 - [Corporation] Indemnification
Section 6.09 - [End-User] Indemnification

Article VII- Intellectual Property

Section 7.01 - Ownership and Title
Section 7.02 - Confidential Information
Section 7.03 - Trade Secrets
Section 7.04 - Reverse Engineering
Section 7.05 - Copies
Section 7.06 - Modifications
Section 7.07 - No Contest
Section 7.08 - Employee Pirating
Section 7.09 - Trademark
Section 7.10 - End-Use
Section 7.11 - Continuation

Article VIII - Miscellaneous

Section 8.01 - Assignments
Section 8.02 - Relationship of the Parties
Section 8.03 - Beneficiary
Section 8.04 - Complete License
Section 8.05 - Arbitration
Section 8.06 - Equitable Remedies
Section 8.07 - Amendments and Modifications
Section 8.08 - Severability
Section 8.09 - Captions
Section 8.10 - Counterparts
Section 8.11 - Governing Law
Section 8.12 - Notice
Section 8.13 - Pronouns/Gender
Section 8.14 - Waiver
Section 8.15 - Assurances
Section 8.16 - Litigation Expense

Remember: **You are entitled to a FREE Consultation with a Technology Lawyer
with each form purchased.**

Top 10 Reasons Why You Should Use Our Contracts:

- Increase Sales -** Our contract templates for Sellers of Technology Services and Products structure the Seller/Buyer relationship to maximize revenue and increase sales for the Seller.
- Control Costs -** Our contract templates for Buyers of Technology Services and Products structure the Buyer/Seller relationship to give the Buyer control over the Seller budget and overall performance costs.
- Reduce Liability -** Our contract templates put cost control in your hands and include terms which will help you reduce liability and risk.
- Attention to Details -** Our contract templates are complete drafts that can be tailored to your needs. We offer free instructions, checklists and video walk-throughs highlighting key issues.
- Legal Experience -** We are a technology law firm that focuses on representing clients in e-Business. We have more than fifteen years of experience in technology law and serve as public advocates for technology policy issues.
- Draughon Lawyers -** Should you ever have a legal form or contract challenged, who better to represent you than the author of the contract? We provide free negotiating advice to help you accomplish your goals. We know our forms inside and out. What happens if you purchase a form elsewhere? You're on your own!
- Free Consultation -** Each form purchased includes a Free Consultation with a technology lawyer at Draughon Professional Association. Click [here](#) to learn more.
- No "Legalese" -** Our forms use short, compact sentence structures and definitions. Sections are topical and modular, typically requiring no more than 2-3 sentences each. This structure supports an understanding of the overall agreement as well as the meaning of each section. Agreements which are easy to understand and use are more easily drafted, negotiated and enforced.
- Advocacy -** Most of our contract templates are drafted to advocate the position of one side of the transaction. You pick the side of the transaction applicable to you!
- Contract Review -** If you make changes to your draft, you can have the revised agreement reviewed by a Draughon lawyer on a fixed price basis.