

This Agreement helps Distributors maximize revenue, increase sales and position for follow-on services with their customers. This is the form you need if you are an equipment distributor under a distribution relationship with a manufacturer.

Form Outline  
**OEM Agreement (Favors Distributor)**

**Article I - Recitals and Definitions**

Section 1.01 - Recitals

Section 1.02 - Definitions

**Article II- Computer Hardware**

Section 2.01 - Sale of Computer

Section 2.02 - Facility

Section 2.03 - Inspection

Section 2.04 - Installation

Section 2.05 - Acceptance of Computer

Section 2.06 - Risk of Loss of Computer

Section 2.07 - Shipment of Computer

Section 2.08 - End Use

**Article III - Software Sublicense**

Section 3.01 - Grant of Sublicense

Section 3.02 - Implementation

Section 3.03 - Acceptance of Software

Section 3.04 - Risk of Loss to Software

Section 3.05 - Authorized Use

Section 3.06 - Site Only

Section 3.07 - Delivery of Software

**Article IV - Payment**

Section 4.01 - Deposit

Section 4.02 - Sublicense Fee

Section 4.03 - Documentation Fee

Section 4.04 - Installation Charge

Section 4.05 - Costs

Section 4.06 - Invoicing and Payment

Section 4.07 - Late Fee

Section 4.08 - Taxes

**Article V - Warranty and Indemnification**

Section 5.01 - Manufacturer Warranty

Section 5.02 - Location of Services

Section 5.03 - Services Warranty

Section 5.04 - Software Warranty

Section 5.05 - Name of Software

Section 5.06 - Warranty Disclaimer

Section 5.07 - Consequential Damages

**Need Help?  
Have Questions?**

**Call  
904-285-2521 x25  
for FREE  
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 - Indemnifications and Remedies**

- Section 6.01 - Indemnification
- Section 6.02 - Indemnification of Seller
- Section 6.03 - Purchaser Remedies
- Section 6.04 - Claim Period
- Section 6.05 - Limitation of Damages
- Section 6.06 - Seller Remedies

**Article VII- Intellectual Property**

- Section 7.01 - Ownership and Title
- Section 7.02 - Reverse Engineering
- Section 7.03 - Confidentiality
- Section 7.04 - Copies
- Section 7.05 - Employee Pirating
- Section 7.06 - Continuation

**Article VIII- Termination**

- Section 8.01 - Termination Limitations
- Section 8.02 - Term
- Section 8.03 - Cancellation of License Rights
- Section 8.04 - Termination for Cause
- Section 8.05 - Destruction of Software upon Termination

**Article IX- Miscellaneous**

- Section 9.01 - Assignments
- Section 9.02 - Entire Agreement
- Section 9.03 - Equitable Remedies
- Section 9.04 - Amendments and Modifications
- Section 9.05 - Severability
- Section 9.06 - Captions
- Section 9.07 - Counterparts
- Section 9.08 - Governing Law
- Section 9.09 - Notice
- Section 9.10 - Pronouns/Gender
- Section 9.11 - Bankruptcy
- Section 9.12 - Waiver
- Section 9.13 - Relationship of the Parties
- Section 9.14 - Arbitration
- Section 9.15 - Assurances
- Section 9.16 - 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.