SOFTWARE LICENSE PURCHASE AGREEMENT

This Software License Purchase Agreement(“Agreement”) is made and entered into this ---th day of ----------, 200--- (the “Effective Date”) by and among ABC Co., Ltd. (“ABC”) with its registered address at ---------- and XYZ Corp. with its registered address at ----------(“XYZ”).

Recitals

A. XYZ is owner of the ---------- Software license and desires to sell the License of the ---------- Software to ABC in accordance to the terms and conditions of this Agreement.

B. XYZ has previously acquired all the necessary copy right and ownership of ---------- software license from its previous owner, Ex-owner Co.

C. XYZ agrees to assume all the responsibilities of program and customer services which may occur from this Agreement.

D. ABC desires to purchase the license of the ---------- Software from XYZ in accordance to the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. Definitions

1.1 “Business Day” means Monday through Friday, except for public holidays of the ----------.

1.2 “Derivative Product” means computer programs in machine readable object code as developed or otherwise acquired by ABC.

1.3 “---------- Software” means the object code of the ---------- Software programs identified in Exhibit A.

1.4 “Rental Fee” means fee collected by ABC from its customers including rental fees, inntial setup fees and maintenance fees for the products derived from the ---------- Software.

2. Software License Purchase

2.1 XYZ hereby agrees to sell to ABC the License of ---------- Software for the total amount of US---------- and deliver the program and Documentation to ABC within 10 days of this Agreement once the down payment is made by ABC specified in clause 3.1 of this Agreement.

2.2 Title to and ownership of any portion of Derivative products created by ABC shall be held by ABC.

2.3 This license is limited for operation only and ABC shall not sell, give or hand the program to any of third party.

2.4 In addition to the amount in clause 2.1 above, ABC agrees to pay XYZ a separately agreed-on fee on Rental Fee.

3. Payment

3.1 Among the amount of USD---------- of Clause 2.1 hereabove, the half of that amount as the down payment, will be wire transfered within three (3) days from the Effective Date of this Agreement. The payment of the remaining amount ---------- will be paid via wire transfer after XYZ’s Training Session for ABC is completed.

3.2 All payments under this Agreement payable by ABC to XYZ shall be payable in United States Dollars.

3.3 All the parties agree that all the payments shall be wired to XYZ’s bank account as

described below.

Name of Bank :
Account Number :
Account Holder :
Swift Code :

3.4 XYZ shall not be entitled to any other revenue of income that is not expressly set forth in this Agreement.

3.5 Additional agreement must be made for fee structure on Rental Fee before actual rental business starts.

3.6 ABC shall provide a monthly report to XYZ within seven (7) business days of each calendar month's end and the report shall include the information of total Rental Fee and the fee amount due to XYZ for that month.

4. Warranty

XYZ represents and warrants to ABC that:

a) The -------- Software will have the features, functions, capabilities and facilities to achieve the objectives of ABC as made known to XYZ;
b) The program and documentation of the ---------- Software provided by XYZ to ABC shall be complete;
c) The ---------- Software will be free from material defects, virus and bugs and workable on the systems set out in Exhibit A;
d) The ---------- Software will be fit and suitable for the purpose for operating the online game service developed by ABC as part of ABC services;
e) XYZ warrants to ABC that XYZ has (1) obtained sufficient rights to all the code, documentation, trademarks, trade names and other intellectual properties that are contained in the program or has (2) procured the right to sell the program contemplated by this Agreement.

5. Limitation of Liability

5.1 XYZ shall indemnify and hold harmless ABC, its officers, directors, employees and affiliates against all losses, damage, costs and payments, including settlements and legal fees incurred, arising out of third-party claims against ABC in relation to:

5.1.1 the operation of the online games services
5.1.2 the use of brand feature by ABC

5.2 XYZ shall have obligation to indemnify, defend or hold ABC harmless from and against any claim that the ---------- Software infringes any third party patent, copyright, or other intellectual property right. ABC shall promptly notify XYZ of any such claim.

6. Force Majeure

6.1 Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, war, fire, nature disaster, accident, act of government, strikes, unavailability of material, any failure of a Third Party Provider to supply, shortages of or failure to deliver hardware and/or software not attributable to an act or failure to act of the party seeking the protection of the force majeure or any other cause beyond the reasonable control of such Party ("Force majeure"), provided that such Party gives the other party written notice thereof promptly and, in any event, within fourteen (14) days of discovery thereof. In the event of such a Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure.

7. Waiver

7.1 Failure of either party to insist upon strict performance of any provision of this Agreement or the failure of either party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.

7.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by both parties.

8. Amendment

8.1 Any amendment made to this Agreement will have no force or effect whatsoever unless it is in writing and signed by each of the parties hereto.

9. Governing law

9.1 This Agreement shall be construed in accordance with the laws of the ----------.

9.2 All disputes, controversies, claims or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, or for the breach thereof shall be settled amicably between the parties, but in the event no amicable settlement can be reached, shall be referred to and finally settled by arbitration in the country of the respondent in accordance with the Arbitration Rules of Arbitration Board/Association of that country. In case the respondent is a Korean entity, the arbitration shall be held at The Korean Commercial Arbitration Board. In case the respondent is Country B's entity, the arbitration shall be held at the Commercial Arbitration Board/Association of Country B. The arbitration panel shall consist of three (3) arbitrators, one (1) of whom shall be chosen by one party (Party A), one (1) of whom shall be chosen by the other party (Party B), and one (1) of whom shall be chosen by the two (2) arbitrators chosen by Party A and Party B. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The parties' obligation under this paragraph to arbitrate shall not preclude either party from making a request to a court for interim protections.

In Witness whereof, the parties have entered this Agreement as of the Effective Date written above.

ABC Co. Ltd	XYZ Corp.
_____	_____
Name, Title	Name, Title

Exhibit A Software