



한국게임산업진흥원
Korea Game Industry Agency

kotra

동남아 게임시장 동향 특별보고서

[인도네시아]

[주요 내용]

- 인도네시아 게임 계약 샘플

특별 4호 - 2007년 4분기

이 계약서는 인도네시아 온라인게임 퍼블리싱사와 한국의 온라인 게임사간의 계약서 샘플로 인도네시아 온라인 게임 계약 절차의 표준 형식입니다.

Game License Agreement

The parties to this Agreement are:

(한국 업체명), a corporation established under the laws of Korea with its registered office at (한국 업체 정확한 주소) ("Licensor") 인도네시아 온라인 게임 퍼블리셔에게 게임을 판매하는 한국 업체의 정보.

(인도네시아 업체명), a corporation established under the laws of INDONESIA with its registered office at (인도네시아 업체 정확한 주소) ("Licensee")

Where as, the Licensor is the developer and sole and exclusive owner of, or controls the worldwide rights to the Property, and has granted to the Licensee an exclusive license;

Whereas, the Licensee has represented that it has the ability to manufacture, market, distribute, publish, promote, advertise, and manage customer service for the licensed Product in the Territory;

Whereas, the Licensor is willing to grant to the Licensee, and the Licensee desires to obtain from the Licensor, a license to market, distribute, publish, promote, advertise, and manage customer service for the licensed Product in the Territory;

Now, therefore, in consideration of the promises and Agreement set forth herein, the parties agree as follows:

I. DEFINITIONS

- 1.01. "Licensed Product" means the game "**XXX (게임명)**" created by the Licensor and provided thereby to the Licensee subject to the terms and conditions hereunder.
- 1.02. "Game Service" is defined as the service relating to the Licensed Product including client support and operation of on-line games.
- 1.03. "Territory" means the INDONESIA
- 1.04. "Term" means from the effective date until two (2) years from the launch date; if there is no objection from either party by one month prior to the end of the Initial Term, the Term shall automatically be extended for another one (1) year Term.
- 1.05. "Initial Payment" is the fee which the Licensee is obliged to pay to the Licensor under this Agreement for the exclusive right to distribute the Licensed Product in the Territory.
- 1.06. "Running Royalty" is the monthly fee that the Licensee is obliged to pay the Licensor after the launch date, in the amount of 30% of the Revenue for the relevant fiscal month.
- 1.07. "Revenue" means the gross sales revenue from the end-user deducted consumption tax paid to local tax authorities.
- 1.08. "Exclusivity" means the Licensor agrees not to enter into an Agreement with any third party relating to the Licensed Product in the Territory.
- 1.09. "Technical Support" means the Licensor shall provide the Licensee technical support as listed in Exhibit One and Exhibit

Two.

- 1.10. "Local System" means the operating servers, testing servers, and event servers which are located within the Territory and run by the Licensee.

II. LICENSE GRANT AND APPLICATION

- 2.01. The Licensor hereby grants, and the Licensee accepts, an exclusive license to use and adapt the local versions of the Licensed Product, subject to the conditions and the period specified herein within the Territory INDONESIA
- 2.02. The license granted herein shall remain in force for the Term of TWO YEARS after contract sign in the Territory.
- 2.03. The Licensor shall notify the Licensee when an updated version of the Licensed Product portion of the Software has been designed and is available for distribution, and shall provide the Licensee with the originals of the client and server side of the updated Software as soon as they are available.
- 2.04. The Licensor hereby grants to the Licensee:
- a. The right to install unlimited copies of the server part of the Licensed Product on the Internet servers belonging to the Licensee to create, operate and maintain the Location system;
 - b. The right to reproduce, package, distribute and sell copies of the client part of the Licensed Product to Customers.
 - c. The rights to reproduce, distributes, and sell passwords and/or other access methods to Customers to enable them to access the Location System and play the Licensed Product on-line.

- d. The rights receiving all upgraded version of the Licensed Product from the Licensor, and to install, reproduce, and sell copies thereof.
- e. The right to use the trademark of the Licensed Product during the Term of this Agreement. The Licensee agrees that the sole right of ownership of the trademark is held by the Licensor and agrees that it will not do anything to prejudice the right of such ownership.
- f. The right to use without consideration any textual and/or pictorial matter pertaining to the Licensed Products, including but not limited to all characters, stories and sound recordings, and/or to sue without consideration any trademarks placed on advertising, promotional and marketing materials pertaining to the Licensed Products.

2.05. The Licensor hereby does not grant to the Licensee.

- a. The right to manage and control the source code of the game "게임명".
- b. The right of producing the patch files.
- c. The right to manage D/B, but the Licensee can search and find the information of D/B.
(Will provide management tool)

III. INTELLECTUAL PROPERTY RIGHT

3.01. Title to the software(s) related to the Licensed Products is reserved to the Licensor. Licensee acknowledges that Licensor is and shall remain the owner of the Software.

3.02. In order to protect the trademarks(s) of the Licensed Product, the Licensor grants the right to register the trademark in the

Territory. Upon termination or expiry of this Agreement, the Licensee shall transfer the registered trademark to the Licensor.

- 3.03. The Licensee may, with prior written notice, create derivative works of role characters based on the Licensed Product, and shall own all intellectual property rights associated therewith. However the intellectual property of character designed products is not included.

IV. PAYMENTS

- 4.01. Payment of license fees will be made by the Licensee to the Licensor as follows:

For the exclusive right to distribute the Software within the Territory, Licensee shall pay Licensor an Initial payment of (금액 - 상기 금액만큼의 돈이 지불되어야 함). The total payment required as per the terms of this Agreement shall be delivered in installments, as follows:

Payment: 100% within one week from the effective date of this Agreement.

- 4.02. Royalty Payments shall be made by the Licensee to the Licensor as follows:

A. A Running Royalty equivalent to 30% of the Revenue from the on-line service fee of the Licensed Product charged to the Customers and the gross sales revenue from the end user deducted consumption tax shall be paid to Licensor.

B. Within fourteen (14) days after the end of each month during the Term of this Agreement, the Licensee shall

furnish the Licensor with a copy of a royalty report confirmed by the chief financial officer of the Licensee. This report shall specify the number of on-line players for the preceding month, and the royalties to be paid to the Licensor hereunder with respect to such prior month. Upon providing each royalty report required hereunder, the Licensee shall send the royalties determined due for the preceding month by bank transfer to the bank account designated by the Licensor for such purpose. The Licensee shall pay interest of ten percent (10%) per annum in case there is any unpaid royalty payment.

4.03. Minimum Guaranty

When the amount of monthly running royalty payments to the Licensor in each country INDONESIA reached under (금액), the Licensee should pay the minimum amount (금액).

4.04. The Expense of productions which are requested by the Licensee

When the Licensee requests 게임명 music to the Licensor, the charge for production of every music will be free of charge, and requests 게임명 avatar item, the charge for the production of each avatar set will be free of charge so long as song encoding and graphic design of items shall be done by Licensee.

4.05. The Licensor have the right to ask the Licensee to open and co- use the information of D/B regarding the data of sales amount etc. When the Licensee is requested, has obligation of accepting the request.

4.06. The Licensor shall have the right to review financial documentation which would only related to the running royalty and access to the Licensee's billing system of the Licensed Product accompanying with the employees of the Licensee,

provided that such review and access shall be subject to the 5 working days written prior notice to Licensee. Any information known and/or acquired from such review and access shall be treated as confidential information that is proprietary to Licensee.

V. DELIVERY, INSTALLATION, TRAINING AND SUPPORT

- 5.01. For marketing purposes, the Licensee shall provide the Licensor with program revision suggestions based on the Territory's specific marketing needs. The Licensor shall do its best to effect the Licensee's aforementioned suggestions.
- 5.02. The Licensor shall deliver the original of the client and server side for the Beta version and commercial version of the Software to the Licensee according to the schedule set forth in Exhibit One unless otherwise agreed to by both parties. At the Licensee's request, the Licensor may also provide the Software by computer transmission.
- 5.03. The Licensor shall assist the Licensee in the installation of the Software. Technical support shall be provided by the Licensor, and shall include installation and regular maintenance (including translation, billing system compatibility, and other requirements to meet government regulations as listed in Exhibition One) as well as technology translation support (including patch, bug fixes, localization, online event support, version control, and upgrades as listed in Exhibit Two). The cost associated with these initial installments shall be borne by the Licensee. When it is necessary for the Licensor to travel to the Licensee's offices, the Licensee shall be responsible for the travel costs.
- 5.04. When the Licensor provide support at the Licensee's principal

place of business for the first installation, Licensor shall also provide the Licensee with reasonable technical orientation and training.

5.05. The level of support to be provided to Customers with respect to the Licensed Products shall be at the Licensee's sole discretion. The Licensee agrees to provide Customers with reasonable support and assistance.

5.06. The Licensor shall provide necessary and prompt technical / marketing support and/or assistance to the Licensee.

VI. WARRANTIES

6.01. The Licensor represents and warrants that:

- a. It has the right and power to enter into this Agreement, to perform its obligations and to grant the licenses granted herein.
- b. The Licensed Products and any licensed trademarks do not and will not infringe any valid right of any third party.
- c. The Licensor has not sold, assigned, leased, licensed or in any other way disposed of or encumbered the rights granted to Licensee hereunder, and Licensor will not sell, assign, lease, license or in any other way dispose of or encumber any of such rights.
- d. There is no demand, claim, suit, action, arbitration or other proceeding pending or threatened which questions or challenges the ability or right of the Licensor to enter into this Agreement or to perform any of its obligations hereunder, nor does there exist any reasonable basis for any such demand, claim, suit, action, arbitration or other proceeding.

- e. The Licensor shall provide technical support as set forth in Article 5, Exhibit One and Exhibit Two.

6.02. The Licensee represents and warrants that:

- a. It has the right and power to enter into this Agreement and to perform its obligations hereunder.
- b. The Licensee agrees to pay the Licensee Fees to the Licensor.
- c. The Licensee shall provide the Licensor with samples of all media, packaging, advertising, promotional or display materials, press releases, cross promotions, licensed merchandise, services and all derivatives thereof related to the Licensed Product.
- d. The Licensee agrees to provide server hardware, Internet connectivity and network equipment necessary to operate and provide the Licensed Product to end-users in a proper manner. The Licensee may determine the quantity and the location of the server hardware and network equipment.

VII. TERMINATION

7.01. This Agreement shall commence as of ("유효한 기간") and shall continue for two years from the launch date. Either party may terminate this Agreement by providing written notice to the other party one month prior to the expiration of the original or any renewed Term of this Agreement. In the absence of such notice, this Agreement shall be renewed automatically for another year.

7.02. This Agreement may be terminated, by written notice of termination from the terminating party to the other party, upon occurrence of any of the following events:

- a. At the option of the non-breaching party, if the other party materially defaults in the performance or observance of its obligations under this Agreement, and such material default continues for a period of sixty (60) days after a written notice of the breach is provided to the breaching party by the non-breaching party.
- b. At the option of a party, if the other party or any of its creditors or any other eligible party files for such other party's liquidation, bankruptcy, receivership, reorganization, compulsory composition, or dissolution, or if such other party is unable to pay any debts as they become due, has explicitly or implicitly suspended payment of any debts as they became due (except debts contested in good faith), or if the creditors of such other party have taken over its management, or if the relevant financial institutions have suspended such other party's clearinghouse privileges.

7.03. Upon termination of this Agreement, all rights and licenses granted under this Agreement shall terminate, and Licensee thereafter shall not make use of, or claim any rights in or to the use of, the Licensed Products. Licensee shall promptly return to Licensor or destroy all materials that contain the Licensed Products.

7.04. If any payment owed to Licensor remain unpaid after termination of this Agreement, such payment must be made by the Licensee within one (2) month after such termination.

VIII. SECURITY AND CONFIDENTIALITY

8.01. Site and Code Security.

The Licensee shall maintain the Licensed Product servers in a locked, secure facility, and shall limit access to the servers

and server facility to those employees necessary to maintain them. Within thirty (30) days of execution of this Agreement, the Licensor shall following meaningful consultation with the Licensee adopt commercially reasonable security measures designed to safeguard the confidential material, with which the Licensee shall comply throughout the Term. These security measures shall include, but shall not be limited to, a) firewalls, b) methods of limiting access to data and text files, c) methods of limiting access to server code, d) methods of limiting access to customer service manuals, tools and clients, and e) site security.

8.02. Confidentiality.

8.02.1. "Confidential Material" shall mean this Agreement itself, and any and all code, documentation, manuals, drawings, written guidelines, usage data, game information and quest data/text, or other oral or written material (related to the Sublicensed Product or any aspect thereof) provided by the Licensor which is marked as confidential, or that, by the nature of the circumstances surrounding disclosure ought, in good faith, to be treated as confidential and/or proprietary.

8.02.2. In addition to conforming to the specific security requirements above, the Licensee shall keep the Confidential Material confidential, shall not disclose any of the Confidential Information to any outside person or entity, and shall never use any of the Confidential Material other than in connection with the rights granted in this Agreement. In order to maintain the confidential nature of the Confidential Material, the Licensee agrees to take security precautions of at least the same degree of care that it takes to protect its own confidential materials. The Licensee may disclose each specific piece of Confidential Material only to such limited group of its authorized employees who a) require such information in connection with their

activities contemplated by this Agreement, and, if applicable, b) have signed any nondisclosure Agreement, as may be required by the Licensee in its ordinary course of business, which requires the employee to protect the Confidential Material at least to the degree the employee would protect the Licensee's own Confidential Material.

8.02.3 For the purposes of this Agreement, "Confidential Material" shall not include any material which a) has previously been independently developed by the Licensee; b) legitimately becomes part of information in the public domain through no fault of the Licensee or its employees; c) becomes available to the Licensee on a non-confidential basis from a third party which, in the Licensee's reasonable belief, is not, at the same time such material is provided, under any conflicting legal obligation to the Licensor; or d) is required to be disclosed by administrative or judicial action; provided, however, that the Licensee attempts to maintain the confidentiality of such Confidential Material by asserting in such action any applicable privileges and the confidentiality provisions of this Agreement and, immediately after receiving notice of such action, notifies the Licensor to give the opportunity to see other legal remedies to maintain such Confidential Material in confidence.

IX. NOTICES

In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be in writing and i) personally delivered, ii) sent by postage prepaid, registered airmail or iii) transmitted by telex or fax as follows:

To the Licensor: 한국 업체 담당자 기록란

1) Address : 한국 업체명

한국 업체주소

- 2) Fax : 팩스번호
- 3) Email : 메일주소

To the Licensee: 인도네시아 업체 바이어 기록란

- 1) Address: 인도네시아 업체명
인도네시아 업체주소
- 2) Fax: 팩스번호
- 3) Email: 메일주소

All such notices or other communications shall be deemed to have been given or received i) upon receipt if personally delivered, ii) on the tenth day following posting if by postage prepaid, registered airmail and iii) when sent if by facsimile or with confirmed answerback if by telex.

X. MISCELLANEOUS

10.01. This Agreement shall be governed by and interpreted in accordance with the laws of KOREA and INDONESIA. If any controversies or disputes shall arise out of the effectiveness, construction, interpretation or performance of this Agreement, the parties hereto agree to use their best efforts to negotiate in good faith. Failing the settlement by negotiation pursuant to the previous section, the parties hereto refer the controversies or disputes to arbitration and/or trial proceedings at Seoul District Court and Indonesia Court.

10.02. The failure or delay by either party hereto to perform any obligation under this Agreement solely by reason of Acts of God, acts of government, riots, wars, embargoes, strikes, lockouts, accidents in transportation, port congestion or other causes beyond its control shall not be deemed to be a breach

of this Agreement.

10.03. This Agreement may be modified only by a written Agreement duly executed by persons authorized to execute Agreements on their behalf.

10.04. The schedule of engineering work for the establishment in the territory (Table One and Table TWO) will be exchanged between the two parties, within two weeks from the effective date of this agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of that day first written above.

한국 업체명

인도네시아 업체명

By (Sign)

By (Sign)

Name (Print): 담당자명

Name (Print): 담당자명

Title:

Title:

Date:

Date: