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## Intercompany services agreement template

In the world of downsizing, automation and business process outsourcing, the job of life is what my father was talking about. Large corporations, governments and NGOs around the world are losing their jobs, causing poverty, extremism and social anxiety. Printer-Friendly Inter-Company Service Agreement - Infogram Entertainment SA, Atari Interactive Co., Ltd., Fumongous Co., Ltd. Execution Version Inter-Company Service Agreement Effective Date: December 2007 Parties: Infogram Entertainment SA, 1 Place Verazano 69252 Lyon Sedex 09, France (Infogram), Atari Interactive (Interactive) and Fumongous, each Delaware company, have their major businesses, New York 10016, the United States (collectively, Infogram Affiliates) and Delaware's Atari, 417 Fifth Avenue, New York 10016, the United States (Atari and Infogram Affiliates) has the main location of the business (collectively, with the parties). On the other hand, this inter-company service agreement (this Inter-Company Service Agreement) is, among other things, the start date of this Agreement (June 30) for Infogram and other Infogram affiliates as an alternative to the termination of the current Service Agreement (as defined below) by Infogram and Atari, the main terms agreed up to by the parties providing inter-company services during the first period starting at the time of Subject to the renewal set out after this Agreement in 2008. Accordingly, taking into account the terms and mutual agreements set out in this Agreement, and other good and valuable considerations, the receipt and sufficiently permitted here by the parties, Atari and Infogram affiliates (if applicable) agree as follows: 1. Termination and exchange of the current Inter-Company Service Agreement: this Inter-Company Service Agreement is replaced here, and terminated (a); In 2006, between Infogram and Atari (and modifications and additions to it) and (b) service agreements between Infogram and Atari dated March 31, 2006 (and amendments and additions to them, Service Agreements and Management Service Agreements Current Service Agreement). As of the effective date, the current Service Agreement shall have no further effect or effect, except as set out under the express terms of Article 2.03 of each Current Service Agreement. With the mutual consent of Infogram and Atari, on a case-by-case terms, Infogram and Atari may enter short-term agreements as Infogram provides special projects and services to Atari.Strategic support and funding research) are subject to mutually agreeable terms and conditions. 2. Adjust the due date. All outstanding amounts paid in connection with the current Service Agreement within 45 days of the effective date will be adjusted to the net amount paid to the applicable Infogram or Atari, including all costs, expenses and other compensation provided therein. 3. First period and renewal: The first period of this inter-company service agreement begins on the effective date and continues until June 30, 2008 (Initial Period). The parties may renew this inter-company service agreement to an additional period of three months (the period along with the renewal period and the first period). The parties shall award in good faith for the first period and/or 15 days prior to the expiration of the renewal period in order to determine whether to continue renewing the Inter-Company Service Agreement. 4. During the term of the Service Provision Agreement, Atari shall provide the Services described in Schedule 1 at the terms of this Agreement (the Services) and at the respective costs described in Exhibits A2, B1, and C2. All employees of Atari or its subsidiaries and representatives of our subsidiaries provide this Agreement to Infogram Affiliates during the period (collectively, Service Employees) and shall be considered for all purposes (including remuneration and employee benefits) that are employees or representatives of Atari affiliates and are not employees, representatives, or independent contractors of Infogram affiliates. To avoid doubt, any other services that Atari previously provided to Infogram affiliates under the Service Agreement and are not expressly set out in Schedule 1 will terminate here (PR and Corporate Communications Services). 5. Further Warranty Atari will make commercially reasonable efforts during this period to support and promote the efforts of Infogram's affiliates to establish the systems and labor force necessary to provide the Services themselves (Support Projects). Atari will provide Infogram with reasonable access (in accordance with applicable confidentiality restrictions) to records, files, materials and resources required or currently in use to provide the Services as soon as possible following the effective date. Atari has the right to claim infogram affiliates, and Infogram affiliates shall pay the time spent in connection with the supporting projects based on the scope and timing assignments mutually agreed upon by the parties hereto. In connection with such efforts, if Atari provides ownership or confidential information to Infogram affiliates, the Infogram Affiliates agree to keep all such information confidential. 6. Labor force. On and AfterDate, Atari will make reasonable efforts to continue hiring each person listed on Exhibit A1 (Service Employees) until the expiration of the term, but Atari will be permitted to terminate the Service Employee for any cause (as determined in its sole discretion). Atari does not need to maintain the employment (or employment exchange) of a service employee who has retired or voluntarily retired from Atari. Atari needs to find alternative solutions (in consultation with Infogram) as needed to maintain 2 services provided by service employees who have left or terminated within 15 business days. If necessary, some of the working hours and annual fees of service employees assigned or interactively assigned and billed are listed in Exhibit A1. Unless otherwise agreed, Service Employees shall be solicited or employed by Infogram Affiliates (or other affiliates except Atari) for a period of time or for one year thereafter. Before December 15, 2007, the parties shall grant their rights to whether service employees are offered employment with any of the Infogram affiliates (in accordance with the rights of all applicable employees). Atari will identify employees who are willing to allow Atari to provide employment by Infogram affiliates during the period from the effective date to December 15, 2007. Atari shall provide Infogram 7 with a written list identifying potential employers of employment. Billing and payment of services. Following the effective date, Atari sends a quarterly invoice to Infogram in U.S. dollars (Service Invoices) to set up the fees and costs that have been itemized in connection with the Service (albeit this means are fixed, but may differ from the amounts listed here at the exhibit, reflecting the current budget amount). In any case, the charge must not exceed the applicable budget amount, except for costs related to IT and MIS services described in Exhibition B1. Additional itemization and further explanation and proof of charges must be provided to the Infogram upon reasonable request. Infogram payments for such invoices will be made within 30 days of the date such service invoices are sent to Infogram. The Contracting Parties acknowledge that they currently provide various rights and services to each other in accordance with distribution agreements, production service agreements, and quality assurance service agreements (collectively, Other Inter-Company Agreements). The Contracting Parties expressly agree that each party has the right throughout its term to offset payments under this inter-company service agreement for payments.Any of the other inter-company agreements. 8. IT and MIS services. Atari will continue to provide Infogram affiliates with the IT and MIS services listed in Exhibit B1 during the first and renewal periods. Interactive will bear the costs of the IT and MIS services described in Exhibit B1, including all licensing and maintenance costs paid by Atari for the systems and other tools that Atari provides to Infogram affiliates. Infogram's affiliates are approved by Atari for the implementation of support projects, and Atari will provide reasonable and supervisory access to its systems where necessary for such implementation. 9. During the Facility Management Service, Atari shall assign that portion of the office space located on 417 Fifth Avenue, New York, to an Infogram affiliate, as further described in Exhibit C1 (Office Space). Atari will relocate employees with work areas in office space to areas other than office space by January 31, 2008. To the extent permitted by Atari leases for facilities located on 417 Fifth Avenue, New York (Lease), the parties must sincerely negotiate subleases of office space that must be extended for the duration of the lease. The parties shall notify in writing for the remaining 60 days of their intention to empty the facilities controlled by the lease and terminate the allocation agreement. Infogram Affiliates agree not to terminate the allocation agreement by March 31, 2008 by March 31, 2008. Each party shall be responsible for its own expenses in connection with such termination. In the payment of office space, Infogram will bear part of the rent, including utility charges and other expenses described in Exhibition C2 (i.e., maintenance, telephone service, electricity, water, heat, etc.), based on the ratio of office space to the total space rented under rental conditions. 10. ESA membership. Infogram affiliates acknowledge that Atari previously provided copies of documents issued membership dues paid by Atari with regard to memberships paid to the Entertainment Software Association and the Entertainment Software Review Board (collectively, the ESA Association). Therefore, during the period, The Infogram must bear a portion of the cost of ESA dues, which accounts for 60% of the total ESA dues. 11. Within 30 days of the effective date of the Third Party Vendor, Atari will provide Infogram Affiliates with a list of third-party vendors to use in connection with the service. 12. This Expired/EndedA service agreement or a specific service. (a) Either party may terminate this inter-company service agreement due to a cause (i.e., a serious violation and failure of healing within 30 days or bankruptcy/liquidation of the other party). (b) For all services except IT and MIS services and facility management services, Infogram Affiliates will no longer require certain services within 15 days of the next Atari salary cycle (the Notice Period) and You may terminate certain services set out in EXHIBIT A1 on the condition that you provide prompt notice that you will no longer provide the Services (Infogram Affiliates are responsible for all fees and costs incurred throughout the period). (c) For IT and MIS services, Infogram Affiliates may terminate certain services set out in EXHIBIT B1 (for clarity, Specific Services is within 30 days (IT/MIS Notification Period), at the expiration of the IT and MIS notification periods; refers to each sub-item described in Exhibit B1) unless prompt notification is provided to Atari at the expiration of the IT and MIS notice periods (d) The termination of the Facility Management Service set forth in paragraph 9 shall be governed by the terms of paragraph 9. (e) If an Infogram affiliate obtains an independent member of the Entertainment Software Association and the Entertainment Software Review Board, payment of part of the ESA dues will be suspended on Notice 413 of the 30th. Compensation. Each IESA Affiliate agrees to release, indemnify and retain harmless Atari and its vendors and their affiliates. Successors and assignees (and their officers, directors, employees, sub-licensees, customers and agents) of all claims, losses, liabilities, damages, settlements, and expenses (including attorneys' fees and court costs) arising out of the provision of the Services, however, this section does not include any claims or liabilities claimed by Infogram affiliates to Atari. Specific contracts and compensation to survive the termination of the contract. The payment obligations of Infogram Affiliates shall survive termination of this Inter-Company Service Agreement and the indemnity obligations of Infogram Affiliates under Article 13, and the parties' relief obligations under Article 18 shall also survive. Any other obligation under this Agreement shall terminate at this end date and time.Service agreement. 15. Governing Law This Inter-company Service Agreement is governed and interpreted in accordance with the laws of the State of New York. The parties agree that any action resulting from this Inter-Company Service Agreement will be filed only under relevant courts in New York and New York and submitted to the exclusive jurisdiction of such courts in an irreparable way and that the parties will now or in the future renounce any objections they may have in the place of such litigation, to plead or claim the same thing. 16. There are no third-party beneficiaries. Nothing in this Agreement shall create the rights of any third party beneficiary in any individual or organization, including the employees or former employees of the parties, or their affiliates or affiliates (including beneficiaries or dependents). 17. Relationships of the Parties Nothing contained here shall be considered and interpreted as creating a partnership, joint employer or joint venture relationship between Infogram affiliates or Atari, or any other party that creates the person's relationship. 18. Remedies; Infogram Affiliates and Atari are not prejudiced against the rights and remedies available to any party, acknowledge that damages to either The Infogram Affiliates or Atari's terms are insufficient remedies and agree to the obligations of either Infogram Affiliates or Atari, can be specifically executed. 19. Long form contract. At the written request of Infogram prior to December 15, 2007, the parties must enter into sincere negotiations and enter into a long form of inter-company service agreement prior to January 18, 2008, including the terms set out in the Inter-Company Service Agreement and other business and legal terms (including conventional mutual representatives). Imitations of warranties, compensation, liability and confidentiality obligations. Parties may agree to each other (such a long form of distribution agreement is referred to herein as a long form of inter-company service agreement). The parties expressly recognize and agree that this inter-company service agreement is complete and valid if the long form inter-company service agreement is not executed by the parties. 5 20.Notifications. All notices, requests, requests, claims and other communications shall be made in writing. Notices, requests, requests, claims or other contacts described herein shall be given legitimately if they are delivered personally (a), mailed, (b), five business days after they are sent by registered or certified mail, and sent to the recipient in accordance with the following provisions:If such notification or other communication is sent by Telex or Telecopia to the telex or telecopia number specified below, and an appropriate response or telephonic confirmation is received, such notice or other communication is promptly and then promptly mailed in accordance with the terms of the above-mentioned clause (b) or (d), if such a service is guaranteed the following day, the information will be sent on the following day. To : Infogram Entertainment SA 1 Place Bellazano Lyon 69252 Lyon sedex 09 France Note: (+33) 437643764 Telemetry: (+33) 4 37 64 30 95 Caution: S.V.P Legal and Business Affairs Phone: (+33) 47 64 39 12:(+33)437643095, to Atari: Atari, 417 Fifth Avenue New York, New York 10016 Note: General Advisor Phone: (212) 726-2 6500 Tele copy: (212) 726-6590 here may give you any notification, request, request, billing, or other means of communication using other emails using email. No party may change the address provided by the notice, request, claim and other communications provided by notifying other parties in the way provided for in this provision. 21. Run with your opponent and faximile. This inter-company service agreement (and all exhibits, appendices and modifications) can be executed on any number of counterparts, each of which is considered original and, if delivered, all of which make up the same means. Any executed copy of the signature page of this Agreement sent by Faximile or electronically in either a tagged image format file (TIFF) or a portable document format (PDF) shall be treated as original, fully binding, fully legal and effective, and the parties waive their right to object to such treatment. A party providing an executed partner of an Inter-Company Service Agreement by Fax, TIFF or PDF may provide a manually executed partner of this Inter-Company Service Agreement, but will not affect the validity, enforceability or bindingness of this Agreement if it does not provide a manually executed partner. 22. General. This Interselled Service Agreement, which forms the whole agreement of the parties with regard to the Services and their termination, replaces all prior and time oral and/or written agreements on the subject matter of this Agreement and shall be binding on all successors and transfers of the parties. This inter-company service agreement can only be changed in writing signed by Atari and Infogram. This Interselled Service Agreement shall form a valid and binding contract as of the effective date, once signed by an allying representative of each party. In the <A> Signatures? Witness WHEREOF, a formally ally ally of each of these parties, executed this inter-company service agreement as of the effective date. Infograms Entertainment Sa Atari Co., Ltd. By: /s/ Patrick Lelew By: /s/ Patrick Lelew By: /s/ Curtis G. Solsvig (Signature) Name: Patrick Leroux Name: Curtis Solsvig (Print) Title: Chairman and CEO Title: Chief Restructuring Officer (Printing) (Printing) Atari Interactive Co., Ltd. By: /s/ Hurry Up: /s/ Hurry (Signature) (Signature) Name: Hurry Name: Hurry (Print) (Print) Title: CEO Title: Chairman (Print) 8 8