

S

A

M

P

L

E

SOFTWARE LICENCE AGREEMENT

**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Licensor>> [a <<Country of Registration>> under number <<Company Registration Number>>] OR [of <<insert Address>> ("the Licensor") <<Country of Registration>> under number <<Company Registration Number>>] OR [of <<insert Address>> ("the Licensor")
- (2) <<Name of Licensee>> [a <<Country of Registration>> under number <<Company Registration Number>>] OR [of <<insert Address>> ("the Licensee") <<Country of Registration>> under number <<Company Registration Number>>] OR [of <<insert Address>> ("the Licensee")

**WHEREAS:**

- (1) The Licensor is [the developer of the Software] OR [the beneficial owner and supplier of the Software] OR [the owner of all associated documentation).
- (2) The Licensor wishes to grant the Licensee a non-exclusive licence to install and use the Software (and all associated documentation) in accordance with the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meaning:

**"Business Day"**

(other than Saturday or Sunday) any banks are open for their full business in <<insert location>>;

**"Confidential Information"**

Information disclosed to either Party, information received by that Party by the other Party in connection with, this Agreement or in writing or any other medium, whether or not the information is expressly marked as confidential or marked as such). This shall not be limited to, information contained in the Software and the

**“Data Protection Legislation”**

**“Delivery Date”**

**“Equipment”**

**“Intellectual Property Claim”**

**“Intellectual Property Rights”**

**“Interim Version”**

**[“Location”**

**“Licence”**

# S A M P L E

islation in force from time  
ngdom applicable to data  
cluding, but not limited to,  
sion of the General Data  
(EU) 2016/679) (the “UK  
rotection Act 2018 (and  
under); [and] the Privacy  
ications Regulations 2003  
applicable guidance or  
ued by the Information  
or other applicable  
m time to time];

te for the Software, as

r equipment [(including  
appropriate)] as may be  
e from time to time and is  
edule 3;

e Licensee’s use of the  
Intellectual Property Rights  
t in Clause 10;

rights in any copyrights,  
service marks, registered  
nd rights to apply for any  
business and company  
ain names and e-mail  
trade marks and service  
know-how, and rights in

nces, consents, orders,  
in relation to a right in

similar effect or nature as  
s (a) and (b) which now or  
and

st infringements of any of

d by the Licensor to rectify  
aults in the Software or to  
de, or otherwise alter the

ription of location e.g.,  
where the Equipment is  
e is to be used;]

ed by the Licensor to the  
oftware, pursuant to sub-

“Licence Fee”

[“Media”]

“New Release”

[“Preferential Terms”]

“Software”

“Specification”

[“Term”]

“Testing Period”

“Update”

“Update Term”

“use the Software”

means the fee payable in consideration of the licence provided under this Agreement as set out in Clause 5;

means the physical media on which the Software and [Interim Versions] **AND/OR** [New Releases] hereof] [is] **OR** [are] stored, as provided to the licensee by the Licensor. The original installation media for the Software as initially supplied shall be specified in Schedule 1;]

means an Update issued by the Licensor which constitutes a new version of the software;

means preferential terms for the sale of one or more New Releases of the Software, as set out in Schedule 4;]

means the computer software program[s] and associated documentation [developed and] owned by the Licensor, as specified in Schedule 1 and all updates to that software which are acquired by the Licensee during the term of this Agreement;

means the specification of the Software, describing the facilities and functions thereof, as set out in Schedule 2;

means the duration of the Licence as set out in sub-Clause 2.1;]

means the period within which the Licensee shall test the software, as set out in sub-Clause 7.1;

means an Interim Version or New Release of the software, as set out in Clause 8;

means the period within which the Licensee shall test any Update, as set out in sub-Clause 7.3;

means to use the Software in object code form for the normal business purposes of the Licensee and in the normal course of that business, and shall include any acts reasonably incidental to such use including the making of [**<<insert number>>**] **OR** [a reasonable number of] copies of the Software for backup, archival, or other operational security purposes in accordance with Clause 3 [and as many copies of the Software as are reasonably necessary to install it and enable the use of it as defined herein] and the making of alterations to the extent permitted by Clause 4;

**“Vulnerability”**

means an error, flaw, or mistake in the Software that permits or causes an unintended behaviour to occur, or a weakness in the Software that could be exploited or triggered by a threat source and that could result in a failure of confidentiality, integrity, or availability; and

**“Warranty”**

means the period during which the warranties set out in sub-Clause 11.1 shall apply.

1.2 Unless

otherwise requires, each reference in this Agreement to:

- a) a similar expression, includes a reference to any version of the document created by electronic or facsimile transmission or otherwise;
- b) a reference to a statute is a reference to that statute or to any statute that has been amended or re-enacted at the relevant time;
- c) a reference to this Agreement and each of the Schedules is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- d) a reference to a Clause of this Agreement is a reference to a Clause of this Agreement (including any Schedules) or a paragraph of the relevant Schedule;
- e) a reference to a party is a reference to a party to this Agreement;
- f) a reference to “the parties” refer to the parties to this Agreement.

1.3 The headings of this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

1.4 Words used in the singular shall include the plural and vice versa.

1.5 Words used in the plural shall include firms, companies, and corporations and vice versa.

## 2. **Grant of Licence**

2.1 The Licensor grants to the Licensee a limited, non-exclusive, non-transferable, non-sublicensable licence for a Term of <<insert duration of licence>> (and including) the date of this Agreement to use the Software on the Equipment with the terms and conditions of this Agreement, for business purposes only [and in the UK only] OR [and at the Location specified in Schedule 1].

2.2 The use of the Software is restricted to use on the Equipment save that:

- a) the Software shall not be used with the Equipment because the Equipment is defective for any reason, then the Licence shall be terminated without additional charge to install and use the substitute equipment under the direct control of the Licensor until such failure has been remedied. The Licensee shall not be liable to the Licensor when such temporary use begins;
- b) the Licensee may, with the prior written consent of the Licensor (such consent may be reasonably withheld), install and use the Software on substitute equipment (to be specified by type and serial number) for a period of up to 30 days.

S

the Software on the Equipment is permanently replaced, such consent being given, the replacement shall be within the definition of “the Equipment” for the purposes of this Agreement.

2.3 Subject to Clause 8 (Software Updates), the Licence shall not be limited to any other software, documentation, or materials which do not form part of the Software as expressly defined in this Agreement.

2.4 The Licensor shall have the right to grant sub-licences to any other party for the use of the Software.

2.5 Subject to the prior written consent of the Licensor (such consent not to be unreasonably withheld):

a) the Licensee shall not novate any part of its rights or obligations under

b) any part thereof) to become the subject of any charge; or

c) the Licensee shall not assign with its rights or obligations (in whole or in part)

2.6 The Licensee shall not be entitled to assign or novate its rights and obligations under this Agreement in whole or in part to any successor entity which succeeds to all or part of the Licensee's assets and business, subject to the Licensee's prior written undertaking to the Licensor to first provide a written undertaking to the Licensor to first comply with all obligations contained in this Agreement. Upon delivery of such undertaking to the Licensor, the Licensee shall henceforth be construed as the Licensee. The rights and obligations of the Licensor under this Agreement shall continue to apply after any such assignment or novation.

### 3. Restrictions

3.1 The Licensee shall not copy, modify, or distribute the Software to <<insert number>>] OR [a reasonable number of copies for backup, archival, or other operational security purposes shall be the property of the Licensor.] The Licensee shall not otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or other notices. Any and all such notices must be included in the Software.

3.2 The Licensee shall not use the Software for <<insert number>>] OR [a reasonable number of copies as reasonably required to support the use of the Software in accordance with the terms and conditions of this Agreement.

### 4. Restrictions

4.1 The Licensee shall not copy, modify, or distribute the Software to <<insert number>>] OR [a reasonable number of copies as reasonably required to support the use of the Software in accordance with the terms and conditions of this Agreement.

a) the Licensee shall not copy, modify, or distribute the Software to <<insert number>>] OR [a reasonable number of copies as reasonably required to support the use of the Software in accordance with the terms and conditions of this Agreement.

A

M

P

L

E

S

b) are legitimately necessary in order to ensure the Software with other software or systems used by

A

c) law or otherwise by this Agreement. Section 50B Copyright Designs and Patents Act 1988 permit such if they are necessary to obtain information from an independent software program which can be used with software or with another software program ("the Software"). The information obtained from such actions must be for a legitimate purpose.

4.2 The Licensee's use of sub-Clause 4.1(c) will not be permitted if the

M

a) is not available to them the information necessary to achieve the intended objective;

b) involves decompiling to such acts as are necessary to achieve the intended objective;

c) involves disclosure of information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective;

d) involves using the Software to create a software program which is not a copy of its expression to the Software or to do any other act which infringes the right.

## 5. Licence Fees

P

5.1 The Licensee shall pay the License Fee of <insert sum>>.

5.2 The License Fee shall be payable in a single one-off payment which shall be due on the <insert date>> or on a relevant event, e.g., "on signature of this Agreement".

5.3 The Licensee shall pay any other charges payable under this Agreement are exclusive of VAT and other sales tax, which shall be payable by the Licensee and in the manner prescribed by law against the Licensee.

5.4 Any charges payable by the Licensee under this Agreement in addition to the License Fee shall be payable within <<insert period>> Business Days after the receipt of the Licensor's invoice therefor.

5.5 The Licensor has the right to charge interest on any overdue sums which shall be calculated on a daily basis at <<insert percentage>>% above the bank name>>, calculated from the due date for payment up to and including the actual date of payment, whether or not the Licensee is in default.

## 6. Delivery [and Installation]

L

6.1 On the <insert date>>, the Licensor shall deliver the Software to the Licensee [<insert delivery method>>] to the Licensee for installation on the Equipment [at the Location]. The Software shall be delivered on one copy of the object code of the Software in the form of a CD-ROM [on the Media].

E

6.2 [Risk unless otherwise specified, the Licensee shall bear the risk of loss to the Licensee at the end of the Testing Period or if they exercise their right to reject under sub-Clause 7.2 or if the Licensee discontinues the Licence before that point, in which case risk shall pass to the Licensee. In the case of Updates delivered to the Licensee on a recurring basis, the risk of loss of relevant Media shall pass at the end of the relevant Testing Period, unless the Licensee exercises their right to reject under sub-Clause 7.2 or otherwise discontinues the Licence before that point, in which case risk shall pass to the Licensee.]

## 7. Testing and

7.1 The **A** period of <<insert period>> Business Days, commencing on the date of the Software on the Equipment to ensure that the Software operates correctly and to its satisfaction in accordance with the Software License Agreement ("Period").

7.2 If, during the term of this Agreement, the Software fails to perform correctly and to the satisfaction of the Licensee in accordance with the Specification, the Licensee may reject the Software. If the Licensee exercises this right to reject, the Licensor shall refund to the Licensee the amount paid by the Licensee under this Agreement. Upon receipt of such refund, this Agreement shall terminate.

7.3 In the event that an Update is provided by the Licensor to the Licensee, the Licensor shall provide the Update to the Licensee within a period of <<insert period>> Business Days, commencing on the date that the Update is installed, to ensure that the Update does not materially impair the performance or functionality of the Software. The Licensee shall conduct testing of the Software in accordance with the Specification (each an "Update Testing Period") within the Update Testing Period.

7.4 If, during the Update Period, the Software is found to be impaired as described in Section 7.2, the Licensee may reject the Update and the following shall apply:

a) If the Interim Version is not acceptable to the Licensee, the Licensor shall either issue a new version or shall withdraw that Interim Version entirely at the Licensee's request, correct any defects in the Interim Version, and issue a new version of the Equipment that the Interim Version was

b) New Release, the Licensee may reject the New Release of the Software as it was prior to the New Release (incorporating any previously installed version of such rejection, the Licensor shall issue a full refund of the license fees paid by the Licensee in respect of that New Release.

## 8. Software Updates

8.1 The Company may, from time to time, issue Interim Versions of the Software, free of charge, to correct vulnerabilities or other faults in the Software or to add features or to, in any event, otherwise alter the Software.

8.2 The Licensee shall deliver to the Licensor all Interim Versions [on physical media or by electronic means] [by <<insert delivery method>>] [within <<insert period of time>>] **OR** [no later than such Interim Versions are made available to other customers].

8.3 The [REDACTED] no Interim Release shall adversely affect the



- Software and other products, and will not reduce, downgrade, or remove any existing features or functions.
- 8.4 The Licensor shall, from time to time, issue New Releases of the Software. A New Release shall be a new product instead of an update to an existing product. New Releases shall be distinct from Interim Versions.
- 8.5 [Subject to the Sale Terms set out in Schedule 4, the] **OR [The]** Licensor shall offer to sell to the Licensee of New Releases and shall offer to sell to other customers on the open market at the same price and on the same terms on which they are available to other customers on the open market.
9. **Licensor's Intellectual Property Rights**
- 9.1 The Licensor's Intellectual Property Rights of whatever nature which consist therein are and shall remain the property of the Licensor.
- 9.2 The Licensee shall assign to the Licensor immediately if the Licensee becomes insolvent or the whole or any part of the Software by any person.
10. **Intellectual Property Indemnity**
- 10.1 The Licensee shall, at its own expense any claim brought against the Licensee in connection with its possession and/or use of Software (or any part thereof) which infringes its rights under this Agreement infringes the rights of a third party ("Intellectual Property Claim") and shall indemnify and hold harmless the Licensor from and against all expenses, costs (including legal fees), and damages awarded against the Licensee or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:
- a) notifies the Licensor with prompt written notice of the Intellectual Property Claim as much detail as is reasonably possible and
  - b) does not make any admission of liability and does not reach any settlement or compromise with respect to the Intellectual Property Claim without the prior written consent of the Licensor (such consent may be withheld);
  - c) provides the Licensor and its professional advisers with reasonable access to all records (at reasonable times and on reasonable notice) relating to the Intellectual Property Claim including, but not limited to, all records, facts and documents and access to any and all personnel relating to the Intellectual Property Claim; and
  - d) satisfies any and all reasonable requests of the Licensor for the Licensor providing satisfactory security to the Licensor for any claim, liability, losses, expenses, costs, or damages the Licensee may incur, takes such actions as the Licensor may reasonably require in order to avoid, dispute, defend, or settle the Intellectual Property Claim.
- 10.2 Without prejudice to clause 10.1, if an Intellectual Property Claim is made against the Licensee in its reasonable opinion, the Licensee's possession and/or use of the Software (or any part thereof) in accordance with its rights under

this [Software] become the subject of an Intellectual Property Claim [or] at its sole option and expense:

a) [the Licensee] shall not have the right to continue using the Software (or any part thereof) which are or may become the subject of the claim; or

b) [the Licensee] shall not, without the written consent of the Licensee,] modify the Software (or any part thereof) which are or may become the subject of an Intellectual Property Claim so they become non-

10.3 If the Licensee modifies the Software in accordance with sub-Clause 10.2, the Licensee warrants that the replacement or modified Software shall comply with the Specification and all warranties given by the Licensor under this Agreement, and that the Licensee's rights under the Agreement shall be unaffected. Where any warranty under this Agreement is for a particular date or time period, such date or period shall be in effect from the date on which the Software was replaced or modified.

## 11. Warranties

11.1 The Licensor warrants and represents that:

a) [the Licensee] has entered into this Agreement and to grant the Licence to [the Licensee] in accordance with the terms of this Agreement;

b) [the Software] shall be free from defects and shall conform to the Specification, providing the Licensee uses [the Software] as set out therein, when used correctly on the [Hardware];

c) [the Documentation] included with the Software shall provide sufficient information to enable the Licensee to make proper use of the Software and its features and functions thereof; [and]

d) [the Software] shall be free from defects; and]

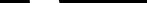
e) [the Licensee] shall take reasonable precautions to ensure that] the Software [is] free from [Vulnerabilities,] viruses[, and]

11.2 If the Licensee notifies the Licensor of any defect, fault, [Vulnerability,] virus[, or other malware] or any other failure of the Software to conform to the Specification, the Licensee warrants that it shall notify the Licensor of the same in writing within the Warranty Period, it shall notify the Licensor of the same in writing as soon as possible and practicable after identification.

11.3 After the Licensee has notified the Licensor as set out under sub-Clause 11.2, the Licensor shall, at its sole expense, repair or replace the Software (or any part thereof) or the affected Media].

11.4 The Warranty shall not apply to the extent that any defect, fault, [Vulnerability,] virus[, or other malware] in the Software or any other failure of the Software to conform to the Specification arises from or is caused by the Licensee's misuse, use, operation, or corruption of the Software;

a) [the Licensee] shall not use, operation, or corruption of the Software;

b) ification or alteration of the Software by or on the  
see that is not permitted under Clause 4; or

c) [REDACTED] shall not be used on or in conjunction with any other software or hardware unless it is incompatible unless such compatibility is specifically stated in the documentation.

11.5 The provisions of Clause 11.1 shall also apply to any Update that the Licensor [during the Term of this Agreement] provides pursuant to sub-Clause 11.5, references to the Delivery Date shall be interpreted as references to the date on which the Update was provided. Any Update shall conform to the Specification and shall conform to the Specification in any way reduce, downgrade, or otherwise impair the performance of the Software or any pre-existing features or functions (Updates are provided for informational purposes only and may be issued after the date of this Agreement).

11.6 To the extent permitted by applicable law, the Licensor disclaims all other warranties (including, but not limited to, any warranties of title, non-infringement, or quality, fitness for any particular purpose, or the result).

## 12. Liability

12.1 Nothing in this agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence or that of its employees or agents, or for fraud or misrepresentation, for the wilful misconduct or breach of contract by either Party or that of its employees or agents, for any breach of the Consumer Protection (Cancellation of Contracts) Regulations 1974 or by section 12 of the Sale of Goods Act 1979 or section 75 of the Consumer Goods and Services Act 1982 (relating to title and quiet enjoyment) or any other form of liability which cannot be limited or excluded by contract.

12.2 Subject to any other provision to the contrary in this Agreement, the Company shall be liable for any loss or damage suffered by the Contractor, whether directly or indirectly, or whether immediate or consequential, in connection with or arising out of the contract, tort (including negligence), breach of contract or breach of statutory duty, which falls within any of the following categories:

- a) ...;
- b) ...ss;
- c) ...tunity;
- d) ...contracts;
- e) ...ings;
- f) ...ata;]
- g) ...goodwill;
- h) ...al loss; or
- i) ...n in the event that the relevant Party was aware  
...which the same could arise.

12.3 Nothing in this Clause 12 shall exclude claims for direct financial loss that are in any of the categories (a) to (i) of sub-Clause 12.2.

12.4 Subject to [REDACTED] Clause 10 (Intellectual Property Claims and

Indemnification Clause shall be unlimited in respect of negligence, [£<<] Licens

12.5 Subject to applicable laws, the Licensee shall be liable (including in respect of statutory duty, or otherwise, shall be limited to [£<<] Licens

### 13. Export Control and Compliance with Laws

The Parties agree that the use, transfer, importation, exportation, or any purpose prohibited by applicable law.

### 14. Confidentiality

14.1 Each Party shall keep confidential and shall not disclose to any third party (except as provided by sub-Clause 14.2 or as otherwise agreed in writing) any Confidential Information during the continuance of this Agreement and its termination:

- a)
- b)
- c)
- d)
- e)

14.2 Subject to the provisions of this Clause, either Party may disclose any Confidential Information to:

- a)
- b)
- c)
- d)

14.3 Disclosure of Confidential Information under Clause 14.2 may be made only to the extent that is necessary for the performance of the obligations contemplated by this Agreement, or as required by law. The recipient of such Confidential Information must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in Clause 14.2(c) or is an authorised employee or officer of

Export Control and Compliance with Laws), and in respect of which any liability arising shall be limited to the Licensee, whether in contract, tort (including in respect of statutory duty, or otherwise, shall be limited to [£<<] Licens

Clause 13 (Export Control and Compliance with Laws), in respect of which any liability arising shall be limited to the Licensee, whether in contract, tort (including in respect of statutory duty, or otherwise, shall be limited to [£<<] Licens

### with Laws

applicable laws and regulations governing the use, transfer, importation, exportation, or any purpose prohibited by applicable law.

except as provided by sub-Clause 14.2 or as otherwise agreed in writing) any Confidential Information during the continuance of this Agreement and its termination:

- a) Confidential Information;
- b) Confidential Information to any other party;
- c) Confidential Information for any purpose other than as contemplated by this Agreement;
- d) of, record in any way, or part with possession of Confidential Information; and
- e) (including but not limited to) none of its employees or agents does any act that Party, would be a breach of the provisions of

, either Party may disclose any Confidential Information to:

- a) directors, substitutes, or suppliers;
- b) to maintain the Equipment on which the Software is being used in accordance with the terms of this Agreement;
- c) to any other authority or regulatory body; or
- d) its employees or agents or those of any party described in Clause 14.2(c).

Clause 14.2 may be made only to the extent that is necessary for the performance of the obligations contemplated by this Agreement, or as required by law. The recipient of such Confidential Information must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in Clause 14.2(c) or is an authorised employee or officer of

S

such  
written  
confidential  
made

party must obtain and submit to the other Party a  
recipient to keep the Confidential Information  
ly for the purposes for which the disclosure is

14.4 Either  
it to a  
know

Confidential Information for any purpose, or disclose  
that Confidential Information is or becomes public  
that Party.

14.5 When  
disclo  
Conf

Confidential Information under sub-Clause 14.4, the  
re that it does not disclose any part of that  
n is not public knowledge.

14.6 The  
their

14 shall continue in force in accordance with  
the termination of this Agreement for any reason.

## 15. Termination

15.1 The  
<<ins

this Agreement at any time by giving at least  
days' prior written notice to the Licensor.

15.2 The  
the L  
Agree  
reme  
notic

this Agreement immediately by written notice to  
commits a material or persistent breach of this  
eddy that breach (if the breach is capable of  
>> Business Days after the service of a written

15.3 On te

ent for any reason:

a)

ase all activities authorised by this Agreement;

b)

uninstall and erase the Software from the  
any other computers, storage, or other devices  
or stored, whether or not in compliance with this  
n to the Licensor or destroy (at the Licensor's  
are [and any and all Media] (including any copies  
Licensee's possession or control). If the Licensor  
ion, the Licensee shall certify that it has done so  
>> of the date of the termination of this

15.4 Term  
accru  
the o  
conti  
by in  
termi  
of an  
termi

nt (howsoever occasioned) shall not affect any  
remedies, or liabilities of either Party existing on  
r shall it affect the coming into force or the  
provision in this Agreement which is expressly or  
ome into or continue in force on or after such  
limited to, the right to claim damages in respect  
ement which existed on or before the date of

15.5 In pa  
14 an

on or expiry of this Agreement, Clauses 1, 12, 13,  
ce.

## 16. Data Protec

The Parties  
and any re  
obligations o

the provisions of the Data Protection Legislation  
as the same relates to the provisions and

A

M

P

L

E

S

17. **Force Majeure**

17.1 Neither Party shall be liable for any failure or delay in performance hereunder where such failure or delay results from any cause that is beyond the control of that Party. [Such causes include, but are not limited to, fire, flood, internet service provider failure, industrial action, strikes, storms, earthquakes, acts of terrorism, acts of war, and any other event that is beyond the control of the Party.]

17.2 If such failure or delay continues for a continuous period of more than <<insert period>> days, the Party may terminate this Agreement by written notice to the other Party.

A

18. **No Agency**

This Agreement shall not constitute, nor imply any partnership, joint venture, agency, fiduciary relationship, or any other relationship between the Parties other than the contractual relationship provided for in this Agreement.

M

19. **Notices**

19.1 All notices shall be in writing and be deemed duly given if signed by a duly authorised officer of the Party giving the notice.

19.2 Notices shall have been duly given:

- a) delivered by courier or other messenger (including overnight delivery) outside the normal business hours of the recipient; or
- b) delivered by facsimile or email; or
- c) sent by registered post, or by express Day following mailing, if mailed by first-class post; or
- d) sent by registered post, or by express Day following mailing, if mailed by airmail, postage paid.

In each case, the notice shall be addressed to the most recent address, email address or facsimile number notified to the other Party.

P

20. **Successors**

20.1 This Agreement shall bind upon and shall inure to the benefit of the Parties and their successors and permitted assignees, and this Agreement shall include its successors and permitted assignees.

20.2 The Licensee shall not assign, sublease, or deal in any other way with any or all of its rights or obligations under this Agreement at any time, and shall notify the Licensor of the same to the Licensor.

20.3 The Licensee shall not assign or novate its rights and obligations under this Agreement without the prior written consent of the Licensor under Clauses 2.5 and 2.6.

20.4 Notwithstanding to Clause 14 (Confidentiality), either Party may, at its discretion, disclose to its employees, agents, or advisors all of its rights under this Agreement, disclose to

L

E

# SAMPLE

the p  
subje  
propo  
shall

information relating to this Agreement and the  
e extent reasonably necessary to facilitate the  
ch cases, the Party seeking to assign its rights  
of the proposed assignee to the other Party.

20.5 Subject to this Agreement, references to a Party include  
refer

a) being, is entitled (by assignment, novation, or  
y's rights under this Agreement (or any interest in

b) liquidator, or otherwise, is entitled to exercise

and,  
any i  
divisi  
purpo  
simila  
nova

ences include a person to whom those rights (or  
are transferred or pass as a result of a merger,  
her reorganisation involving that Party. For this  
arty's rights under this Agreement include any  
her person becomes entitled as a result of a

## 21. Entire Agreement

21.1 This Agreement and all documents annexed hereto or otherwise  
refer to the entire agreement between the Parties with  
respe and may not be modified except by an instrument  
in writ authorised representatives of the Parties.

21.2 Each Party, in entering into this Agreement, it does not rely  
on a warranty, or other provision except as expressly

## 22. Counterparts

This Agreement may be executed in any number of counterparts or duplicates, each  
of which shall be deemed to be the original and such counterparts or duplicates shall together  
constitute one and the same agreement.

## 23. No Waiver

No failure or delay in exercising any of its rights under this Agreement  
shall be deemed to be a waiver of any subsequent breach of the same  
of any provis at right, and no waiver by either Party of a breach  
shall be deemed to be a waiver of any subsequent  
breach of the provision.

## 24. Severance

The Parties agree that if any provision of this Agreement is held to be  
invalid, or otherwise unenforceable, the affected  
provision(s) shall be severed from the remainder of this Agreement. The  
remainder of this Agreement shall remain valid and enforceable.

25. **Time of the**

Time shall be  
period ment  
period by ag

s Agreement with respect to any time, date, or  
or subsequently substituted as a time, date, or  
en the Parties.

26. **Third Parties**

A person w  
(Rights of T  
does not aff  
from that Ac

s Agreement has no right under the Contracts  
to enforce any term of this Agreement, but this  
of a third party which exists or is available apart

27. **[Dispute Re**

27.1 The P  
Agre  
shall

resolve any dispute arising out of or relating to this  
ons between their appointed representatives who  
le such disputes.

27.2 If neg  
period  
to re  
Reso

se 27.1 do not resolve the matter within <<insert  
n invitation to negotiate, the Parties shall attempt  
od faith through an agreed Alternative Dispute

27.3 If the  
within  
refus  
arbitr

sub-Clause 27.2 does not resolve the matter  
ne initiation of that procedure, or if either Party  
ADR procedure, the dispute may be referred to

27.4 The s  
The  
arbitr  
unab  
may,  
Deput  
the a  
that n

der sub-Clause 27.3 shall be England and Wales.  
erned by the Arbitration Act 1996 and rules for  
n the Parties. In the event that the Parties are  
rator(s) or the rules for arbitration, either Party  
ce to the other Party, apply to the President or  
being of the Chartered Institute of Arbitrators for  
ator or arbitrators and for any decision on rules

27.5 Noth  
interi

l prohibit either Party from applying to a court for

27.6 The  
dispu  
Parti

t the decision and outcome of the final method of  
Clause 27 shall [not] be final and binding on both

28. **Law and Ju**

28.1 This  
there  
acco

y non-contractual matters and obligations arising  
ewith) shall be governed by, and construed in  
England and Wales.

28.2 [Subj  
proce  
any  
there

Clause 27, any] **OR** [Any] dispute, controversy,  
the Parties relating to this Agreement (including  
and obligations arising therefrom or associated  
urisdiction of the courts of England and Wales.



SIGNED for and on behalf of: \_\_\_\_\_  
<<Name and Title of Licensor>>

\_\_\_\_\_  
Authorised Signatory

Date: \_\_\_\_\_

SIGNED for and on behalf of: \_\_\_\_\_  
<<Name and Title of Licensee>>

\_\_\_\_\_  
Authorised Signatory

Date: \_\_\_\_\_

S  
A  
M  
P  
L  
E

**The Software**  
<<Insert details>>

**[The Media**  
<<Insert details>>]

S

A

M

P

L

E

MODULE 1

**The Specification**  
<<Insert details>>

S

MODULE 2

A

M

P

L

E

**The Equipment**  
<<Insert details>>

S

MODULE 3

A

M

P

L

E

**New Release Prefe**  
<<Insert details>>]

EDULE 4

S  
A  
M  
P  
L  
E