(1) << er>>

(2) << tor>>

SOFTWA **REEMENT**

THIS AGREEMENT is made the

BETWEEN:

(1)   <<Name of Supplier>> **[**a   <<Country of Registration>> under
        number <<Company Regis   se registered office is at**] OR [**of**]**
        <<insert Address>> ("the S

(2)   <<Name of Distributor>> **[**a   <<Country of Registration>> under
        number <<Company Regis   se registered office is at**] OR [**of**]**
        <<insert Address>> ("the D

WHEREAS:

(1)   The Supplier is engaged   g and/or marketing the software
        identified in Part 1 of Sche   entation and manuals therefor (the
        "Software").

(2)   The Distributor is engaged   rt activities, e.g. selling, licensing,
        sub-licensing, marketing, d   the hardware equipment specified
        in Part 2 of Schedule 1 (th   s to acquire from the Supplier the
        right to license or sub-licen   n the Hardware.

(3)   [1]The Supplier proposes e   the Software by granting to the
        Distributor the right for the   ub-license, market, distribute and
        support the same in the te   3 of Schedule 1 (the "Territory") in
        accordance with the terms   ions contained in this Agreement.

IT IS AGREED as follows:

1.   **Definitions and interpreta**

        1.1   In this Agreement   otherwise requires, the following
                expressions have th

        "Data Protection   slation and other regulatory
          Legislation"   to time in force governing the
                                                                 processing of personal data
                                                                 d to, the Data Protection Act 2018
                                                                 ation, and EU Regulation
                                                                 a Protection Regulation (GDPR)
                                                                 applicable EU regulation relating
                                                                 tection (for so long as EU law has

        "Licence"   ted under Clause 2 of this

        "Licence Fee"   able in accordance with Clause 10
                                                                 spect of each copy of the

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[1] This template assumes that no part of the a   tory outside the UK. Therefore both parties will
be based in and operate in the UK, the Suppli   ibutor in the UK and the Distributor will licence
and deliver hardware to its customers in the UK   obtain legal advice before deciding whether to
use this template.

"Retained Territories" ...ecified in Part 4 of Schedule 1 in ...upplier may from time to time ...utors or those which the Supplier ...nd

"Software Licence Agreement" ...ence for the Software as detailed

1.2 Unless the context ... reference in this Agreement to:

1.2.1 "writing", an... ...on, includes a reference to any communicat... ...or similar means;

1.2.2 a statute or ... is a reference to that statute or provision as ... at the relevant time;

1.2.3 "this Agreen... ...this Agreement and each of the Schedules a... ...nted at the relevant time;

1.2.4 a Schedule i... ...ement;

1.2.5 a Clause or ... ...ce to a Clause of this Agreement (other than ... ...agraph of the relevant Schedule; and

1.2.6 a "Party" or ... ...parties to this Agreement.

1.3 The headings used ... ...r convenience only and shall have no effect upon the i... ...ement.

1.4 Unless the context ... ...ls in the singular shall include the plural and in the plu... ...ular .

1.5 References to eithe... ...y other gender .

1.6 References to pers... ...tions.

2. **Grant**

2.1 The Supplier hereb... ...tor, and the Distributor accepts a licence as follows (t...

2.2 The Licence grante... ...ll be a non- exclusive right to sub-license the Softw... ...the terms of Software Licence Agreements and ge... ...market, distribute and support the Software **[**under th... ...**]** in the Territory for use on the Hardware on and su... ...Licence during the continuance of this Agreement.

2.3 The Distributor sha... ...ntinuance of this Agreement from seeking customers ... ...e in the Retained Territories.

3. **Term**

This Agreement shall com... ...ence shall commence on <<insert date>> (the "Commenceme... ...continue **[**for a period of <<insert period>> **[**and**]]** from year ... ...r unless terminated in accordance with any of the provisions ... ...Clause of this Agreement.

4. **Technical information**

4.1 The Supplier shall [...] th <<insert number and format of copies>> reproduci[...] of all written information which the Supplier deems nec[...] r to use in marketing, distributing, sub-licensing and s[...] within the Territory, including but not limited to the inf[...] hedule 3.

4.2 The Supplier shall [...] med of any changes, additions or modifications to su[...] have an effect on the operation, cost, or performanc[...]

4.3 The Distributor sh[...] on all copies made of such information, the cop[...] r clause included by the Supplier in the copies it prov[...], in the absence of same in any of those copies, insert[...] the Supplier on all copies made of such information.

5. **Training**

5.1 The Supplier will t[...] nominated by the Supplier, key demonstrator, techn[...] el of the Distributor. The Supplier will notify to the Dis[...] arges (if any) for the training, and the Distributor will m[...]

5.2 The Supplier shall [...] er>> persons (unless otherwise agreed by the Sup[...] tegory of personnel to engage in the training program[...]

5.3 The Supplier shall [...] ew software brought out by the Supplier and include[...] vide a similar training programme.

5.4 **[**The Distributor m[...] equest that the Supplier makes available additional [...] upplier will notify to the Distributor the Supplier's char[...] facilities, and the Distributor will meet those charges[...]

6. **[Commercial and technic[...]**

In addition to training prov[...] ove, the Supplier undertakes from time to time during the [...] reement, at the request of the Distributor, to render to the [...] mmercial and technical assistance in connection with distribu[...] d support] of the Software. The Supplier's charges for such [...] d in advance between the Parties and will be met by the Distr[...]

7. **Ordering of Software**

7.1 The Distributor will [...] d in Schedule 2, order from the Supplier the minimu[...] he Software specified in Schedule 2.

7.2 The Distributor will [...] copies of the Software d in writing to the Supplier <<[...] and details>> or by such other methods as the Su[...] time notify to the Distributor. **[**All orders shall (as fa[...] he names and addresses of the proposed end-user[...] pplier may accurately allocate a

particular serialisation ... user.**]**

7.3 Orders shall not be ... unless and until accepted by the Supplier in writing.

7.4 The Supplier will u... ...urs to fulfil accepted orders for Software with all rea... ...all not be liable in any way for any loss of trade or prof... ...ined by the Distributor in the event of failure of or delay...

7.5 In the event that the... ...and pay for the minimum number of copies of Softwa... ...2, the Supplier shall be entitled to charge the Distribu... ...ame, and, at its option, terminate this Agreement imm... ...lity.

8. **Delivery of Software**

8.1 The Supplier will di... ...copies of the Software [on discs] **OR** [<<insert other t... ...of transmission of copies>>.

8.2 The copies to be ... ...hose ordered by the Distributor pursuant to Clause... ...s) of delivery>>, or by such other method as the Su... ...ute discretion choose, using the delivery details prov... ...r otherwise as the Distributor shall from time to time no...

8.3 Any and all applica... ...r the delivery of Software to the Distributor shall be...

8.4 If at any time the D... ...the performance or observance of any of its obligation... ...the Supplier shall be entitled, for so long as such de... ...hout prejudice to any of its other rights under this Ag... ...ivery of Software to the Distributor notwithstanding that... ...e been accepted by the Supplier.

9. **Risk**

Risk in any physical media... ...Software may be contained shall pass from the Supplier to ... ...tch by the Supplier. If any part of such media shall thereaf... ...or damaged, the Supplier shall promptly replace the same ... ...t part of the Software) subject to the Distributor paying the c...

10. **Payment**

10.1 The Supplier shall, ...(s), e.g. upon dispatch>>, invoice the Distributor for ... ...able in respect of each copy of Software ordered b... ...ified in Schedule 2. **[**Licence Fees may be amended fr... ...upplier by giving to the Distributor not less than 30 day... ...reof.**]**

10.2 Any sums payable ... ...his Agreement shall be paid within <<insert period>> ... ...y the Distributor of the Supplier's invoice therefor. W... ...nder this Agreement is required to be made on a day ... ...day, it may be made on the next following business ...

10.3 Any Licence Fees ... ...able under this Agreement are

exclusive of any ap   ales tax which shall be payable by
the Distributor at   anner prescribed by law against
submission of a vali

10.4   The Supplier shall   ge interest on a daily basis on
       overdue invoices a   centage>>% above the base rate
       of <<insert name o   m the date when payment of the
       invoice becomes d   and including the date of actual
       payment whether be

10.5   In the event of non   shall have the right to revoke the
       Licence and the au   he Supplier may re-possess any
       copies of the Sof   sical media **[**and/or require the
       immediate deletion   ftware supplied electronically**]** for
       which payment h   d by the Supplier, and any
       documentation, da   tion relating thereto. For such
       purpose the Supp   re of its agents or authorised
       representatives sha   e and without notice to enter any
       premises in which t   nably believed by the Supplier, to
       be kept, stored or u

10.6   Notwithstanding the   may, in its sole discretion, invoice
       any end-user dire   s payable in respect of Software
       supplied by or on b   the Distributor has failed to collect
       such monies from t   se in default of this Agreement.

11.   **Licence to end-users**

The Distributor shall ensure   the Software to an end-user, such
end-user enters into the S   nt accompanying each copy of
the Software the terms a   are contained in Schedule 4 as
amended from time to time   n consent of the Supplier.

12.   **Licence to Distributor**

12.1   This Agreement s   e for the Distributor to use the
       Software on the Ha   n, testing, support, and such other
       purposes directly co   ent. This right shall subsist for so
       long as this Agreem   ntil or unless otherwise revoked.

12.2   The Distributor sha   add to, or in any way alter any
       Software supplied   nent without the Supplier's prior
       written consent.

13.   **Enhancements and modi**

The Supplier will notify th   nancement or modification to the
Software which affects its   or cost. The Supplier reserves the
right to introduce any sub   ill fulfil the same function as that
which it replaces.

14.   **Software support**

14.1   During the continua   se required by the Supplier) after
       the termination of   hatever reason) **[**for a period of

<<insert period>> a[...] he Distributor shall provide after-sales support to de[...] to the Software on terms at least as favourable as [...] it provides with respect to the Hardware. This fac[...] ers supplied with the Software by the Distributor unde[...] nd-users in the Territory supplied with the Software [...] fter the commencement of this Agreement) by oth[...] YS that such end-users use the Software on the Ha[...]

14.2 The Supplier shall p[...] r the Distributor when reasonably required and upon [...] rges specified in Schedule 5. The same may be amer[...] y the Supplier upon giving to the Distributor 30 days'[...]

14.3 Without prejudice to [...] tributor's obligations as expressed in sub-Clause 14.1 [...] all provide all such end-users with the following suppo[...]

14.3.1 training for t[...] n the use of the Software;

14.3.2 prompt rece[...] rting of reported faults in the operation of [...]

14.3.3 [prompt repl[...] opy of any corrupted or damaged Software (su[...] tained from the Supplier);]

14.3.4 technical inf[...] e use of the Software.

15. **Undertakings by the Distr[...]**

The Distributor undertakes [...] plier that it will at all times during the continuance in force [...] nd, where applicable, following termination of this Agreem[...] n the terms and conditions set out in this Agreement and in pa[...]

15.1 use at all times all [...] o promote and extend the market for the Software to [...] the Territory and work diligently to obtain orders theref[...]

15.2 at its own expens[...] nd publicity for the Software as extensive as the ad[...] ovided by the Distributor for other goods of similar typ[...] t distributes;

15.3 not without the prior [...] upplier be concerned or interested either directly or in[...] n, importation, sale, licensing or advertisement of ar[...] ke or similar to the Software as to be capable of restr[...] herwise interfering with, or which might otherwise res[...] market for the Software;

15.4 in all corresponden[...] elating directly or indirectly to the licensing or other tr[...] Software, clearly indicate that it is acting as a Distribut[...] eveloper of the Software;

15.5 not incur any liabilit[...] r or in any way pledge or purport to pledge the Supp[...] make any contract binding upon the Supplier;

15.6 not alter, obscure, [...] therwise interfere with any eye-readable or machin[...] on the Software [or its packaging] which refers to the [...] or developer of the Software or otherwise refers to [...] r other intellectual property rights

in the Software;

15.7 permit any duly au_____ of the Supplier, upon reasonable prior notice, to ent_____ises where any Software or any materials relating t_____ purpose of ascertaining that the provisions of this A_____lied with by the Distributor;

15.8 immediately bring t_____plier any improper or wrongful use of the Supplier's t_____esigns, models, or other similar industrial, intellectu_____y rights which come to the notice of the Distributor an_____of its duties under this Agreement use every reasonab_____e property rights and interests of the Supplier and ta_____equired by the Supplier to defend such rights;

15.9 promptly bring to th_____r any information received by the Distributor which is_____use or benefit to the Supplier in relation to the mark_____e Software;

15.10 keep full, proper an_____count and records showing clearly all enquiries, transa_____fault calls relating to the Software and its distributorsh_____w a duly authorised representative of the Supplier to ha_____oks and records and to take such copies thereof as s_____quire; and

15.11 from time to time o_____r, supply to the Supplier reports, returns, and other i_____distributorship.

16. **Liability and insurance**

16.1 The Distributor sha_____s Agreement, maintain employer's liability, third party_____ty, and professional negligence insurance cover in_____ising out of or connected with this Agreement, such c_____m value of £<<insert sum>>, and with an insurance c_____Distributor shall on request supply copies of the releva_____ce to the Supplier as evidence that such policies rema_____or undertakes to use reasonable commercial efforts t_____ch insurance policies.

16.2 The Distributor sha_____r against all claims for personal injury or death caus_____the Distributor in connection with the performance o_____greement, or by defects in any Hardware supplied_____hird party.

16.3 The Distributor wil_____r for direct damage to tangible property caused by_____Distributor in connection with the performance of its_____ent or by defects in any Hardware supplied by the Dis_____ty . The Distributor's total liability under this clause s_____sert sum>> for any one event or series of connected_____

16.4 Save in respect o_____personal injury arising from the Supplier's negligenc_____pplier be liable for any:

16.4.1 direct or ind_____expense or liability comprising or resulting fro_____, lost profits, loss of anticipated savings; or

16.4.2 indirect or c_____ge, cost, expense or liability of any description

whether or not any ... age, cost, expense or liability was reasonably foresee...

16.5 Save in respect o... personal injury arising from the Supplier's negligen... tangible property caused by the Supplier's negligen... imum liability to the Distributor (whether the claim ... n statute, contract, tort (including negligence) arising ... s Agreement (whether the claim is in the form of the a... l services or otherwise) will be for direct costs and da... limited to a sum equivalent to the price paid to the Su... or services that are the subject of the Distributor's clai... to <<insert percentage>>% of the same amount for a... ctly, reasonably and necessarily incurred by the Dist... ative products and/or services.

16.6 The parties ackno... the limitations contained in this Clause 16 are reas... e circumstances.

16.7 Nothing in this Agre... r otherwise affect the Distributor's statutory rights as a... Distributor.

16.8 These limitations w... e form of action, whether under statute, in contract ... ce) or any other form of action.

16.9 For the purposes of... tributor" and "Supplier" includes in each case its emplo... d suppliers who shall all have the benefit of the limits... ity set out above in terms of the Contracts (Rights of...

17. **Force majeure**

For the purposes of this ... ure" means, in relation to either Party, any circumstances b... ntrol of that Party.

EITHER

[Neither Party shall have ... deemed to be in breach of, this Agreement for any delays ... s performance of this Agreement which result from Force Ma... eure circumstances continue for a continuous period of more ... , either Party may terminate this Agreement by written notic...

OR

[Notwithstanding anything ... greement, neither Party shall be liable for any delay in perfo... der this Agreement if such delay is caused by Force Majeure (... n any delay caused by any act or omission of the other Party ... t any delay by a sub-contractor or supplier of the Party so ... the Party from liability for delay except where such delay ... e control of the sub-contractor or supplier concerned. Subje... ying promptly notifying the other Party in writing of the reas... e likely duration of the delay), the performance of such Party'... spended during the period that the said Force Majeure circu... such Party shall be granted an extension of time for perfo... od of the delay. Save where such delay is caused by the act ... r Party (in which event the rights, remedies, and liabilities of ... se conferred and imposed by the other terms of this Agreem...

17.1 any costs arising fr... borne by the Party incurring the

same;

17.2 either Party may, i_____ for more than <<insert period>>, terminate this Agre_____ notice in writing to the other by reason of such term_____

18. **Warranties**

18.1 The Supplier warra_____ in performing its obligations under this Agreement it w_____ care and skill commensurate with those prevailing in t_____ that all of its applicable personnel will have qualificatio_____ opriate for the tasks to which they are allocated.

18.2 To the fullest extent_____ law, the Supplier:

18.2.1 excludes al_____ respect to the Software, either express or i_____ limited to any implied warranties relating to qu_____ icular purpose or ability to achieve a particular r_____

18.2.2 makes no w_____ is error-free, or that its use will be uninterrupted_____ cknowledges and agrees that the existence of_____ s in use of the Software shall not constitute a_____;

18.2.3 does not gi_____ bect of third party products. The Supplier will_____ ttor the benefit of any third party warranty sup_____ nufacturer or supplier.

18.3 The Supplier warra_____ it and its servants, agents and subcontractors will_____ cautions to ensure that no known viruses or other mal_____ and antidote software is generally available are coded_____ oftware.

18.4 If the Supplier recei_____ he Distributor after delivery of any breach by the Supp_____ this Clause 18, then the Supplier shall, at its own ex_____ ert period>> after receiving such notice, use all reaso_____ nedy the breach in question.

18.5 When notifying such_____ r shall (so far as it is able) provide the Supplier with a_____ the relevant failure or shortcoming in the Software whic_____ amounts to such breach..

18.6 The above warrant_____ hall be subject to the Distributor complying with its o_____ s of this Agreement and shall also be subject to the lim_____ bility set out in Clause 16 above. In particular, the said_____ kings shall not apply to the extent that any failure or s_____ re arose or was exacerbated as a result of:

18.6.1 incorrect use_____ n of the Software;

18.6.2 any unautho_____ ration of the Software;

18.6.3 use of the S_____ re or on equipment with which it is incompatible_____

19. **Intellectual property right**

19.1 The Distributor ack .... all of the copyright, trade mark, and other intellect .... or used in connection with the Software, including .... manuals relating thereto are and shall remain the pr .... the licensor (if not the Supplier) specified in the So .... nt in Schedule 4 (the "Licensor") and the Distributor .... any time after the expiry of or termination of this A .... estion or dispute the ownership or any such rights by t .... or.

19.2 The Distributor also .... copyright, trade mark, , and other rights belonging to .... Licensor are only used by the Distributor with the .... and during continuation of and on the terms of this Ag .... termination of this Agreement the Distributor shall fort .... se, without any compensation for such discontinuatio .... t the Distributor may continue to use the same as pr .... eriod following termination of this Agreement for the .... uing the support of the Software required to be prov .... under this Agreement unless the Supplier shall advis .... n right has been revoked.

19.3 The Distributor sha .... the expiry or termination of this Agreement, without .... t of the Supplier, use or adopt any name, trade mark, ... ercial designation which is either used by the Supplie .... is similar to or might be confused with the same.

19.4 The Supplier shall .... se any claim brought against the Distributor alleging .... s the intellectual property rights of a third party ("Intelle .... nd the Supplier shall pay all costs and damages awar .... lement of an Intellectual Property Claim provided that

19.4.1 furnishes th .... written notice of the Intellectual Property Cla

19.4.2 provides the .... ble assistance in respect of the Intellectual F

19.4.3 gives to th .... uthority to defend or settle the Intellectual F

19.5 If, in the Supplier's .... e Software is or may become the subject of an Intelle .... n the Supplier shall either:

19.5.1 obtain for th .... continue to use and sub-licence the Software .... he Intellectual Property Claim; or

19.5.2 replace or, ... sent of the Distributor, modify the Software wh .... e Intellectual Property Claim such that they be

19.6 If the remedies set .... 5 above are not in the Supplier's opinion reasonably .... tributor shall return the Software which is the subjec .... perty Claim and the Supplier shall refund to the Distr .... g portion of the Licence Fee, as normally depreciate .... ment shall immediately terminate.

19.7 The Supplier shall h .... ntellectual Property Claim resulting from the use of the .... n with any equipment or software

not supplied or app any modification of any part of the Software by a party or its authorised agent. For this purpose, the Suppl approved or does hereby approve the Hardware.

20. **Confidential information**

20.1 Each Party ("First other Party, except as provided below, to treat as ccret all Confidential Information of the other Party. "Co the other Party is any information of that other Party wntial' or which may reasonably be supposed to be but not limited to, information concerning the busther Party supplied by or derived from that other Paormation of the Supplier, without limitation, may comembodied in the Software or relate to the Software, sutware, or other Supplier software, or the marketing org specifications therefor);

20.2 Each Party ("First the other Party to treat the Confidential Informawith at least the same degree of care as the First Pato its own confidential information of a like nature andnce with best current commercial security practices,ause shall not extend to any information which wssion of the First Party prior to the commencement ofg to this Agreement or which is already public knowa future date (otherwise than as a result of a breach bause).

20.3 Neither Party shallof the other Party's Confidential Information for anyontemplated by and subject to the terms of this Agree

20.4 Neither Party ("First prior written consent of the other Party, disclose any's Confidential Information to any person whether dire

20.4.1 to the Firstes and then only to the extent necessary fmance of its obligations under this Agreement;

20.4.2 to any thirdnt that it is necessary in order to carry out thement and then only after the First Party has oarty a duly binding agreement to maintain intial Information concerned to the same extent Party is so bound under this Agreement;

20.4.3 to either Paof HM Revenue and Customs, a court of corgovernmental body or applicable regulatory apersons or bodies having a right, duty, or obliness of the other Party and then only in pursur obligation; or

20.4.4 any personing appointed by either Party to maintain thee Software is for the time being used **[**(in ac of the Licence)**]** and then only to the extent n person to properly maintain the Hardware.

20.5 Each Party underta[...] [...] o ensure that persons and bodies referred to in sub-C[...] [...]ware before the disclosure of any part of the Confide[...] [...] that the same is confidential and that they owe a duty [...] [...]er Party.

20.6 Each Party shall p[...] [...] Party if it becomes aware of any breach of confidenc[...] [...]m it divulges all or any part of the Confidential Inform[...] [...] the other Party all reasonable assistance in conn[...] [...]dings which the other Party may institute against suc[...] [...]nfidence.

20.7 The foregoing oblig[...] [...]lity shall remain in full force and effect notwithstandi[...] [...] Agreement for any reason.

20.8 The Distributor fu[...] [...] expiry or termination of this Agreement it shall [...] [...] subsidiary or agent or otherwise, sell, sub-license, m[...] [...]wise deal with any of the Software (in whole or in part)[...] [...]formation of the Supplier, or have any software devel[...] [...]tial Information of or supplied to it by the Supplier, or [...] [...]his Agreement, save as expressly required or permitte[...]

21. **Termination or expiry**

21.1 Notwithstanding an[...] [...] in it, this Agreement and the Licence may be te[...] [...]either Party ("First Party") giving written notice to the[...] [...]following events shall occur:

21.1.1 if that other [...] [...] act of bankruptcy, shall have a receiving or [...] [...]hall make or negotiate for any composition [...] [...] assignment for the benefit of its creditors, or [...] [...] a body corporate, shall present a petition or ha[...] [...] by a creditor for its winding up or shall enter [...] [...]other than for the purpose of reconstructio[...] [...]ll call any meeting of its creditors, shall have [...] [...]y of its undertakings or assets appointed, o[...] [...]business;

21.1.2 if that other [...] [...]e in default under this Agreement and shall fa[...] [...]ult within <<insert period>> from receipt of wr[...] [...] Party specifying such default;

21.2 If any such event re[...] [...] 21.1 shall occur, termination shall become effective fo[...] [...] out in such notice, as applicable.

21.3 The expiry or termi[...] [...] and the Licence shall be without prejudice to the righ[...] [...]d up to the date of such expiry or termination.

21.4 Upon expiry or terr[...] [...]eason) of this Agreement and the Licence, the Distrib[...] [...] or destroy (as the Supplier shall instruct), no late[...] [...]od>> thereafter, all Software, documentation, te[...] [...] any other data supplied to the Distributor during th[...] [...]greement and the Licence, and all and any copies mad[...] [...]rt of the same and the Distributor shall furnish the Su[...] [...]certifying that the same has been done except with re[...] [...]ware, information and data which the Supplier deems [...] [...]o support the Software beyond the date of expiry or te[...] [...]ributor is required by the Supplier

to provide that supp...

22. **Changes in Distributor**

22.1 Unless otherwise ag... ...s, the Distributor shall not, without first advising the Su...

22.1.1 where the D... ...rate:

a) a controlling ... ...or to pass to any person(s) other than those h... ...est at the date hereof whether by reason of pu... ...rwise;

b) a change to ... ...Directors;

c) the Distribut... ...ganisation or have any part of its business tra... ...y or associated company of the Distributor;

d) the name of ... ...nged.

22.1.2 where the D... ...

a) any change ... ...or constitution;

b) any partner ... ...ise leave the partnership;

c) any new par... ...artnership.

22.2 In each and every ... ...shall have the option to terminate this Agreement and ... ...ility before any one or more of the above events sha... ...ts right to claim compensation attributable to such ...

23. **Relationship of the Distri...**

23.1 The Distributor is an ... ...with non- exclusive Licence rights as granted by this ... ...e, market, distribute, and support the Software on its ... ...sibility in the Territory.

23.2 The Distributor is no... ...ative of the Supplier.

23.3 Nothing in this Ag... ...rued to place the Parties in the relationship of partn... ...yee, or joint venturers.

23.4 Neither Party shall ... ...ver to obligate or bind the other in any manner whats... ...bility against the other in any way or for any purpose.

24. **Waiver and cumulative ri...**

24.1 No failure or dela... ...rcising any of its rights under this Agreement shall b... ...er of that right, and no waiver by either Party of a b... ...f this Agreement shall be deemed to be a waiver of a... ...f the same or any other provision.

24.2 No right, power, o... ...nt conferred upon or reserved for either Party is exc... ...power, or remedy available to that Party.

25. **Assignment**

The Distributor's shall not [   ] or delegate any of its obligations under this Agreement an[   ] voluntarily or involuntarily, or by operation of law, in whole [   ] cept with the prior written consent of the Supplier. No such [   ] ributor howsoever occurring shall relieve the Distributor of its [   ] greement.

26. **Successors and assignees**

26.1 This Agreement sha[   ] inure to the benefit of, the Parties and their respective [   ] d assignees, and references to a Party to this Agreem[   ] cessors and permitted assignees.

26.2 In this Agreement re[   ] de references to a person:

26.2.1 who for the [   ] d (by assignment, novation, or otherwise) to [   ] r this Agreement (or any interest in those rights) [   ]

26.2.2 who, as adm[   ] otherwise, is entitled to exercise those rights, [   ]

and in particular the [   ] a person to whom those rights (or any interest in thos[   ] or pass as a result of a merger, division, reconstruc[   ] tion involving that Party. For this purpose, reference[   ] nder this Agreement include any similar rights to w[   ] comes entitled as a result of a novation of this Agr[   ]

27. **Notices**

27.1 All notices under thi[   ] writing.

27.2 Notices shall be dee[   ] given:

27.2.1 when delive[   ] ier or other messenger (including registered m[   ] ss hours of the recipient; or

27.2.2 if transmitte[   ] e first business day following transmission[   ]

27.2.3 on the [sec[   ] ving mailing, if mailed by prepaid first class po[   ]

27.3 In each case notice[   ] the most recent address or e-mail address notified to [   ]

28. **Announcements**

No Party shall issue or ma[   ] ement or disclose any information regarding this Agreement u[   ] itten consent of the other Party to do so for that particular pro[   ] disclosure.

29. **Entire Agreement**

29.1 Each Party agrees [   ] other that:

29.1.1 it has not e[   ] ent on the basis of, and shall not

rely on, any ___ ot expressly incorporated into this Agreement;

29.1.2 it shall hav ___ t that other in respect of any statement, ___ ce or warranty (whether made innocently o ___ set out in this Agreement.

29.2 Subject to Sub-Clau ___ t constitutes the entire agreement between the Par ___ and extinguishes all previous agreements, prom ___ arranties, representations and understandings bet ___ ten or oral, relating to its subject matter.

29.3 The obligations ___ any pre-existing non-disclosure agreement shall re ___ ect insofar as there is no conflict between such non- ___ d the provisions (other than Sub-Clause 29.2) of this ___

30. **Amendments**

This Agreement may not b ___ instrument in writing signed by the duly authorised representa ___

31. **Severability**

The Parties agree that, i ___ r more of the provisions of this Agreement is found to be ___ rwise unenforceable, that / those provisions shall be deeme ___ ainder of this Agreement and the remainder of this Agreeme ___ rceable.

32. **Counterparts**

This Agreement may be e ___ f counterparts or duplicates, each of which shall be an orig ___ arts or duplicates shall together constitute one and the sam ___

33. **Costs and expenses**

Each Party shall bear its ___ er costs and expenses arising in connection with the draftin ___, and registration (if applicable) of this Agreement.

34. **Set-off**

Where either Party has in ___ e other Party, whether under this Agreement or otherwise, a ___ is liquidated or unliquidated, each Party may set off the amou ___ t any sum that would otherwise be due to the other Party unde ___

35. **Third parties**

Except as provided by S ___ son who is not a party to this Agreement has no right u ___ hts of Third Parties) Act 1999 to

enforce any term of this Ag   not affect any right or remedy of a
third party which exists or is   ch Act.

36.   **[Data protection**

36.1   All personal informa   the Distributor ("First Party") may
        use will be collected   accordance with the provisions of
        the Data Protection   hts thereunder of the other party
        being, as the case   upplier or the Distributor ("Other
        Party") and the righ   ion Legislation of any third party. .

36.2   For complete detai   llection, processing, storage, and
        retention of person   ot limited to, the purpose(s) for
        which personal data   or bases for using it, details of the
        Other Party's and   and how to exercise them, and
        personal data shari   e Other Party should refer to the
        Privacy Notice of th   ctive Privacy Notices of each Party
        are attached at Sch

37.   **[Data processing**

37.1   In this Clause 37,   subject", "data controller", "data
        processor", and "pe   have the meanings defined in the
        Data Protection Leg

37.2   **[**All personal data t   rty with the other Party under this
        Agreement shall be   ith the terms of the Data Sharing
        Agreement entered   greement by the Parties pursuant
        to this Agreement.**]**

        OR

37.2   **[**All personal data t   istributor on behalf of the Supplier
        or by the Supplier   tor under this Agreement shall be
        processed in accor   f the Data Processing Agreement
        entered into by the   > **[**pursuant to this Agreement**].]**

        OR

37.2   **[**The Parties hereby   oth comply with all applicable data
        protection requirem   Protection Legislation. This Clause
        37 shall not reliev   obligations set out in the Data
        Protection Legislat   move or replace any of those
        obligations.

37.3   For the purposes of   islation and for this Clause 37, the
        [Supplier] **OR** [Dist   ntroller" and the [Distributor] **OR**
        [Supplier] is the "Da

37.4   The type(s) of pe   e, nature and purpose of the
        processing, and the   g are set out in Schedule 6.

37.5   The Data Controlle   s in place all necessary consents
        and notices require   nsfer of personal data to the Data
        Processor for the pu   Agreement.

37.6   The Data Processo   y personal data processed by it in
        relation to its perfor   ations under this Agreement:

37.6.1 Process the [...] he written instructions of the Data Controller u[...]r is otherwise required to process such person[...]a Processor shall promptly notify the Data Co[...]g unless prohibited from doing so by law.

37.6.2 Ensure that [...]ble technical and organisational measures (a[...]Controller) to protect the personal data from [...]ful processing, accidental loss, damage or [...]ures shall be proportionate to the potential ha[...]events, taking into account the current state[...]gy and the cost of implementing those measu[...]n are set out in Schedule 6.

37.6.3 Ensure that [...]ess to the personal data (whether for processin[...]) are contractually obliged to keep that persona[...]

37.6.4 Not transfer [...]e of the European Economic Area without the p[...]he Data Controller and only if the following con[...]

    37.6.4.1 [...]r and/or the Data Processor [...]uitable safeguards for the transfer

    37.6.4.2 [...]cts have enforceable rights and [...]es;

    37.6.4.3 [...]complies with its obligations under [...]egislation, providing an adequate [...]o any and all personal data so

    37.6.4.4 [...]r complies with all reasonable [...]advance by the Data Controller [...]ocessing of the personal data.

37.6.5 Assist the D[...]a Controller's cost, in responding to any and a[...]ubjects in ensuring its compliance with the Da[...]with respect to security, breach notifications,[...]nd consultations with supervisory authorities o[...]ut not limited to, the Information Commission[...]

37.6.6 Notify the D[...]undue delay of a personal data breach;

37.6.7 On the Da[...]instruction, delete (or otherwise dispose of) [...]a and any and all copies thereof to the Data C[...]of this Agreement unless it is required to r[...]data by law; and

37.6.8 Maintain co[...]rds of all processing activities and technical a[...]ures implemented necessary to demonstrate[...]ause 37 and to allow for audits by the Data Co[...]designated by the Data Controller.

37.7 **[**The Data Process[...]any of its obligations with respect to the processing of [...] Clause 37.**]**

OR

37.8   **[**The Data Process   t any of its obligations to a sub-
        processor with resp   f personal data under this Clause
        37 without the prior   ata Controller (such consent not to
        be unreasonably w   at the Data Processor appoints a
        sub-processor, the

        37.8.1 Enter into a   n the sub-processor, which shall
                impose upo   same obligations as are imposed
                upon the Da   use 37 and which shall permit both
                the Data   ta Controller to enforce those
                obligations;

        37.8.2 Ensure that   lies fully with its obligations under
                that agreeme   on Legislation.**]**

37.9   Either Party may, at   st <<insert period, e.g. 30 calendar
        days'>> notice, alt   acing it with any applicable data
        processing clauses   part of an applicable certification
        scheme. Such ter   replaced by attachment to this
        Agreement.**]**

38.   **Law and jurisdiction**

38.1   This Agreement an   any non-contractual matters and
        obligations arising   therewith) shall be governed by,
        and construed in ac   f England and Wales.

38.2   The Parties irrevoc   ute, controversy, proceedings, or
        claim arising out of   is Agreement (including any non-
        contractual matters   herefrom or associated therewith)
        shall fall within the e   e courts of England and Wales.

SIGNED for and on behalf of the S

<<Name and Title of person signin

_____
Authorised Signature

Date: _____

SIGNED for and on behalf of the D

<<Name and Title of person signin

_____
Authorised Signature

Date: _____

PART I: The Software

<<Insert Details>>

PART II: The Hardware

<<Insert Details>>

PART III: The Territory

<<Insert Details>>

PART IV: The Retained Territori

<<Insert Details>>

As at: <<Date>>

<<Type and Minimum No of copies

<<Length of period in which that M   red>>

<<Licence Fee per copy of Softwa   to the Supplier>>

<<Valid until further notice from th

<<Insert Details>>

So   **ent**

<<Insert Details>>

Supplier's Sup   **s to Distributor**

<<Insert Details>>

1. Data Processing

Scope
<<Insert description of the scope   rried out>>.

Nature

<<Insert description of the nature o   arried out>>.

Purpose

<<Insert description of the purpose   sing is to be carried out>>.

Duration

<<Insert details of the duration of t

2. Types of Personal Data

<<List the types of personal data t

3. Categories of Data Subject

<<List the categories of data subje

4. Organisational and Technical   res

<<Describe the organisational and   be implemented as referenced in 38.6.2>>.

Ea   ce

<<Attach a copy of each Party's P   ed in sub-Clause 37.2>>