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SOFTWARE CONTRACT

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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Supplier>> [a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> (“the Supplier”)]
- (2) <<Name of Distributor>> [a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> (“the Distributor”)]

**WHEREAS:**

- (1) The Supplier is engaged in the development, production and/or marketing the software identified in Part 1 of Schedule 1 (the “Software”).
- (2) The Distributor is engaged in the development, production and/or marketing, distribution and sale of the hardware equipment specified in Part 2 of Schedule 1 (the “Hardware”). The Distributor wishes to acquire from the Supplier the right to license or sub-license the Hardware.
- (3) <sup>1</sup>The Supplier proposes to grant to the Distributor the right for the Distributor to sub-license, market, distribute and support the same in the territory specified in Part 3 of Schedule 1 (the “Territory”) in accordance with the terms and conditions contained in 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 meanings:

**“Data Protection Legislation”**

means the Data Protection Act 1998, the Data Protection Act 2018 (and regulations made thereunder) and any other legislation in force from time to time applicable to data protection and not limited to, the UK GDPR (the Regulation of the General Data Protection Act 2018 (679), as it forms part of the law of Scotland, and Northern Ireland by the European Union (Withdrawal) Act 2020 and the Privacy and Electronic Communications Regulations 2003 as amended;

**“Licence”**

means the licence granted under Clause 2 of this Agreement.

<sup>1</sup> This template assumes that no part of the agreement will be based in and operate in the UK, the Supplier will be based in and operate in the UK, the Supplier will develop and deliver hardware to its customers in the UK. If you do not use this template.

<sup>1</sup> This template assumes that no part of the agreement will be based in and operate in the UK. Therefore, both parties will be based in and operate in the UK and the Distributor will license the Hardware to its customers in the UK. If you do not use this template, you should obtain legal advice before deciding whether to use this template.

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**“Licence Fee”**

able in accordance with Clause 10  
spect of each copy of the

**“Retained Territories”**

pecified in Part 4 of Schedule 1 in  
upplier may from time to time  
outors or those which the Supplier  
and

**“Software Licence Agreement”**

ence for the Software as detailed

1.2 Unless the context o

reference in this Agreement to:

1.2.1 “writing”, an  
communicat

on, includes a reference to any  
or similar means;

1.2.2 a statute or  
provision as

e is a reference to that statute or  
at the relevant time;

1.2.3 “this Agree  
Schedules a

this Agreement and each of the  
nted at the relevant time;

1.2.4 a Schedule i

ement;

1.2.5 a Clause or  
(other than  
and

ce to a Clause of this Agreement  
agraph of the relevant Schedule;

1.2.6 a "Party" or t

parties to this Agreement.

1.3 The headings used  
no effect upon the i

r convenience only and shall have  
ement.

1.4 Unless the context  
plural and in the plu

ts in the singular shall include the  
ular .

1.5 References to eithe

y other gender .

1.6 References to perso

tions.

**2. Grant**

2.1 The Supplier hereb  
licence as follows (t

tor, and the Distributor accepts a

2.2 The Licence grante  
license the Softwa  
Agreements and ge  
Software [under th  
Hardware on and su  
this Agreement.

ll be a non- exclusive right to sub-  
the terms of Software Licence  
market, distribute and support the  
] in the Territory for use on the  
Licence during the continuance of

2.3 The Distributor sha  
seeking customers

ntinuance of this Agreement from  
e in the Retained Territories.

**3. Term**

This Agreement shall com  
date>> (the “Commencem

ence shall commence on <<insert  
continue [for a period of <<insert

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period>> [and]] from year  
with any of the provisions of

unless terminated in accordance  
Clause of this Agreement.

#### 4. Technical information

4.1 The Supplier shall  
copies>> reproduci  
Supplier deems nec  
sub-licensing and s  
not limited to the inf

th <<insert number and format of  
of all written information which the  
or to use in marketing, distributing,  
within the Territory, including but  
chedule 3.

4.2 The Supplier shall  
modifications to su  
cost, or performanc

med of any changes, additions or  
have an effect on the operation,

4.3 The Distributor sh  
information, the cop  
in the copies it prov  
those copies, insert  
such information.

on all copies made of such  
or clause included by the Supplier  
in the absence of same in any of  
the Supplier on all copies made of

#### 5. Training

5.1 The Supplier will t  
demonstrator, techn  
will notify to the Dis  
the Distributor will n

nominated by the Supplier, key  
el of the Distributor. The Supplier  
arges (if any) for the training, and

5.2 The Supplier shall  
agreed by the Sup  
the training program

er>> persons (unless otherwise  
category of personnel to engage in

5.3 The Supplier shall  
Supplier and include

ew software brought out by the  
vide a similar training programme.

5.4 [The Distributor m  
available additional  
the Supplier's char  
meet those charges

request that the Supplier makes  
upplier will notify to the Distributor  
facilities, and the Distributor will

#### 6. [Commercial and technic

In addition to training prov  
time to time during the  
Distributor, to render to the  
in connection with distribu  
Supplier's charges for such  
and will be met by the Distr

ve, the Supplier undertakes from  
greement, at the request of the  
mmercial and technical assistance  
d support] of the Software. The  
ed in advance between the Parties

#### 7. Ordering of Software

7.1 The Distributor will  
Supplier the minimu  
2.

d in Schedule 2, order from the  
the Software specified in Schedule

7.2 The Distributor will

copies of the Software d in writing

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to the Supplier << methods as the Supplier orders shall (as far as proposed end-user particular serialisation

and details>> or by such other time notify to the Distributor. [All the names and addresses of the Supplier may accurately allocate a user.]

7.3 Orders shall not be Supplier in writing.

unless and until accepted by the

7.4 The Supplier will use Software with all reasonable loss of trade or profit of failure of or delay

ours to fulfil accepted orders for all not be liable in any way for any defined by the Distributor in the event

7.5 In the event that the of copies of Software charge the Distributor this Agreement imm

and pay for the minimum number 2, the Supplier shall be entitled to same, and, at its option, terminate ability.

8. **Delivery of Software**

8.1 The Supplier will deliver OR [<<insert other t

copies of the Software [on discs] of transmission of copies>>.

8.2 The copies to be pursuant to Clause method as the Supplier delivery details provided from time to time no

those ordered by the Distributor (s) of delivery>>, or by such other at the Supplier's sole discretion choose, using the or otherwise as the Distributor shall

8.3 Any and all applica Distributor shall be

for the delivery of Software to the

8.4 If at any time the D any of its obligations so long as such de rights under this Ag notwithstanding that

the performance or observance of the Supplier shall be entitled, for without prejudice to any of its other delivery of Software to the Distributor have been accepted by the Supplier.

9. **Risk**

Risk in any physical media pass from the Supplier to such media shall thereafter promptly replace the same the Distributor paying the c

Software may be contained shall catch by the Supplier. If any part of or damaged, the Supplier shall (that part of the Software) subject to

10. **Payment**

10.1 The Supplier shall, the Distributor for Software ordered by may be amended fr not less than 30 day

(s), e.g. upon dispatch>>, invoice payable in respect of each copy of specified in Schedule 2. [Licence Fees Supplier by giving to the Distributor thereof.]

10.2 Any sums payable <<insert period>> c

his Agreement shall be paid within by the Distributor of the Supplier's

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invoice therefor. Where payment is required to be made on a day which is not a business day, it may be made on the next following business day.

Under this Agreement is required to be made on a day which is not a business day, it may be made on the next following business day.

10.3 Any Licence Fees payable under this Agreement are exclusive of any applicable sales tax which shall be payable by the Distributor at the manner prescribed by law against the submission of a valid invoice.

Any Licence Fees payable under this Agreement are exclusive of any applicable sales tax which shall be payable by the Distributor at the manner prescribed by law against the submission of a valid invoice.

10.4 The Supplier shall charge interest on a daily basis on overdue invoices at a rate of <<insert name of bank>> of <<insert percentage>>% above the base rate from the date when payment of the invoice becomes due and including the date of actual payment whether by cash or otherwise.

The Supplier shall charge interest on a daily basis on overdue invoices at a rate of <<insert name of bank>> of <<insert percentage>>% above the base rate from the date when payment of the invoice becomes due and including the date of actual payment whether by cash or otherwise.

10.5 In the event of non-payment of Licence and the associated Software, the Supplier shall have the right to revoke the Licence and the associated Software. The Supplier may re-possess any physical media [and/or require the deletion of the Software supplied electronically] for which payment has not been made and any associated documentation, data and information relating thereto. For such purpose the Supplier or its agents or authorised representatives shall be entitled to enter any premises in which the Software is or may be kept, stored or used.

In the event of non-payment of Licence and the associated Software, the Supplier shall have the right to revoke the Licence and the associated Software. The Supplier may re-possess any physical media [and/or require the deletion of the Software supplied electronically] for which payment has not been made and any associated documentation, data and information relating thereto. For such purpose the Supplier or its agents or authorised representatives shall be entitled to enter any premises in which the Software is or may be kept, stored or used.

10.6 Notwithstanding the above, the Supplier may, in its sole discretion, invoice any end-user directly for any Software supplied by or on behalf of the Distributor if such monies from the Distributor have not been received by the Supplier in default of this Agreement.

Notwithstanding the above, the Supplier may, in its sole discretion, invoice any end-user directly for any Software supplied by or on behalf of the Distributor if such monies from the Distributor have not been received by the Supplier in default of this Agreement.

**11. Licence to end-users**

The Distributor shall ensure that the Software is licensed to an end-user enters into the Software the terms and conditions which are amended from time to time.

The Distributor shall ensure that the Software is licensed to an end-user, such as by means of a licence agreement accompanying each copy of the Software the terms and conditions which are contained in Schedule 4 as amended from time to time, with the prior consent of the Supplier.

**12. Licence to Distributor**

12.1 This Agreement shall give the Distributor the right to use the Software on the Hardware for the purposes of sales, testing, support, and such other purposes directly connected with the Software as long as this Agreement remains in force.

This Agreement shall give the Distributor the right to use the Software on the Hardware for the purposes of sales, testing, support, and such other purposes directly connected with the Software as long as this Agreement remains in force.

12.2 The Distributor shall not be permitted to add to, or in any way alter any of the terms and conditions of the Software supplied by the Supplier without the Supplier's prior written consent.

The Distributor shall not be permitted to add to, or in any way alter any of the terms and conditions of the Software supplied by the Supplier without the Supplier's prior written consent.

**13. Enhancements and modifications**

The Supplier will notify the Distributor of any enhancement or modification to the Software which affects its operation. The Supplier reserves the right to introduce any substitution or modification which it replaces.

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14. **Software support**

14.1 During the continuance of this Agreement or the termination of this Agreement or the termination of this Agreement <<insert period>> after the termination of this Agreement, the Distributor shall provide after-sales support to dealers and end-users of the Software on terms at least as favourable as the terms of the support provided by the Supplier for the Software on the Hardware. This fact shall not constitute a warranty of the Software by the Distributor under the terms of the Software License Agreement) by other means than the Software on the Hardware.

14.2 The Supplier shall provide the Distributor with the Software on the Hardware required and upon the terms and conditions of the Software License Agreement. The same may be amended or replaced by the Supplier upon giving to the Distributor 30 days' written notice.

14.3 Without prejudice to the obligations of the Distributor as expressed in sub-Clause 14.1, the Distributor shall provide all such end-users with the following support:

- 14.3.1 training for the end-users in the use of the Software;
- 14.3.2 prompt receipt and repair of reported faults in the operation of the Software;
- 14.3.3 [prompt replacement of any corrupted or damaged Software (such as a CD-ROM) obtained from the Supplier);]
- 14.3.4 technical information relating to the use of the Software.

15. **Undertakings by the Distributor**

The Distributor undertakes to the Supplier that it will at all times during the continuance in force of this Agreement and, where applicable, following the termination of this Agreement, comply with the terms and conditions set out in this Agreement and in particular:

15.1 use at all times all reasonable endeavours for the Software to obtain orders therefrom;

15.2 at its own expense, provide the same level of service and publicity for the Software as provided by the Distributor for other goods of similar type which it distributes;

15.3 not without the prior written consent of the Supplier be concerned or interested in, importation, sale, licensing or other use of the Software or any product or service or similar to the Software as to which the Supplier is or might otherwise be concerned or interested in, which might otherwise result in competition with the Software;

15.4 in all correspondence relating to the Software, clearly indicate that it is acting as a Distributor of the Software and not as a developer of the Software;

15.5 not incur any liability to the Supplier or in any way pledge or purport to make any contract binding upon the Supplier;

use required by the Supplier) after the termination of this Agreement (for whatever reason) [for a period of <<insert period>> after the termination of this Agreement] the Distributor shall provide after-sales support to dealers and end-users of the Software on terms at least as favourable as the terms of the support provided by the Supplier for the Software on the Hardware. This fact shall not constitute a warranty of the Software by the Distributor under the terms of the Software License Agreement) by other means than the Software on the Hardware.

for the Distributor when reasonably required and upon the terms and conditions of the Software License Agreement. The same may be amended or replaced by the Supplier upon giving to the Distributor 30 days' written notice.

istributor's obligations as expressed in sub-Clause 14.1, the Distributor shall provide all such end-users with the following support:

- in the use of the Software;
- orting of reported faults in the operation of the Software;
- opy of any corrupted or damaged Software (such as a CD-ROM) obtained from the Supplier);]
- ne use of the Software.

upplier that it will at all times during the continuance in force of this Agreement and, where applicable, following the termination of this Agreement, comply with the terms and conditions set out in this Agreement and in particular:

o promote and extend the market for the Software in the Territory and work diligently to obtain orders therefrom;

nd publicity for the Software as provided by the Distributor for other goods of similar type which it distributes;

upplier be concerned or interested in, importation, sale, licensing or other use of the Software or any product or service or similar to the Software as to which the Supplier is or might otherwise be concerned or interested in, which might otherwise result in competition with the Software;

elating directly or indirectly to the Software, clearly indicate that it is acting as a Distributor of the Software and not as a developer of the Software;

er or in any way pledge or purport to make any contract binding upon the Supplier;

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15.6 not alter, obscure, readable or machine-readable or machine-readable which refers to the other otherwise refers to in the Software;

otherwise interfere with any eye-readable or machine-readable on the Software [or its packaging] or developer of the Software or other intellectual property rights

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15.7 permit any duly authorized person, upon reasonable prior notice, to enter the premises where any Software or any materials relating to the Software for the purpose of ascertaining that the provisions of this Agreement are being complied with by the Distributor;

of the Supplier, upon reasonable prior notice, to enter the premises where any Software or any materials relating to the Software for the purpose of ascertaining that the provisions of this Agreement are being complied with by the Distributor;

15.8 immediately bring to the attention of the Supplier's trade representatives any improper or wrongful use of the Supplier's trade designs, models, or other similar industrial, intellectual property rights which come to the notice of the Distributor and use every reasonable effort to protect the property rights and interests of the Supplier and take such steps as are required by the Supplier to defend such rights;

immediately bring to the attention of the Supplier's trade representatives any improper or wrongful use of the Supplier's trade designs, models, or other similar industrial, intellectual property rights which come to the notice of the Distributor and use every reasonable effort to protect the property rights and interests of the Supplier and take such steps as are required by the Supplier to defend such rights;

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15.9 promptly bring to the attention of the Distributor which is in the Distributor's relation to the market;

promptly bring to the attention of the Distributor which is in the Distributor's relation to the market;

15.10 keep full, proper and accurate account and records showing clearly all enquiries, transactions, and fault calls relating to the Software and its distributorship and its distributorship and to take such copies thereof as such a duly authorised representative of the Supplier to have access to such books and records and to take such copies thereof as such require; and

keep full, proper and accurate account and records showing clearly all enquiries, transactions, and fault calls relating to the Software and its distributorship and to take such copies thereof as such a duly authorised representative of the Supplier to have access to such books and records and to take such copies thereof as such require; and

15.11 from time to time or as required, supply to the Supplier reports, returns, and other information in connection with its distributorship.

from time to time or as required, supply to the Supplier reports, returns, and other information in connection with its distributorship.

16. **Liability and insurance**

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16.1 The Distributor shall, under this Agreement, maintain employer's liability, third party liability, and professional negligence insurance cover in respect of claims arising out of or connected with this Agreement, such cover to be in force with an insurance cover of a minimum value of £<<insert sum>>, and the Distributor shall on request supply copies of the relevant policies to the Supplier as evidence that such policies remain in force and that the Distributor undertakes to use reasonable commercial efforts to maintain such insurance policies.

The Distributor shall, under this Agreement, maintain employer's liability, third party liability, and professional negligence insurance cover in respect of claims arising out of or connected with this Agreement, such cover to be in force with an insurance cover of a minimum value of £<<insert sum>>, and the Distributor shall on request supply copies of the relevant policies to the Supplier as evidence that such policies remain in force and that the Distributor undertakes to use reasonable commercial efforts to maintain such insurance policies.

16.2 The Distributor shall insure against all claims for personal injury or death caused by the performance of its obligations under this Agreement, or by defects in any Hardware supplied by the Distributor or by defects in any Hardware supplied by a third party.

The Distributor shall insure against all claims for personal injury or death caused by the performance of its obligations under this Agreement, or by defects in any Hardware supplied by the Distributor or by defects in any Hardware supplied by a third party.

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16.3 The Distributor will be liable for direct damage to tangible property caused by the performance of its obligations under this Agreement or by defects in any Hardware supplied by the Distributor or by defects in any Hardware supplied by a third party. The Distributor's total liability under this clause shall not exceed <<insert sum>> for any one event or series of connected events.

The Distributor will be liable for direct damage to tangible property caused by the performance of its obligations under this Agreement or by defects in any Hardware supplied by the Distributor or by defects in any Hardware supplied by a third party. The Distributor's total liability under this clause shall not exceed <<insert sum>> for any one event or series of connected events.

16.4 Save in respect of personal injury arising from the performance of its obligations under this Agreement, the Supplier shall be liable for any:

Save in respect of personal injury arising from the performance of its obligations under this Agreement, the Supplier shall be liable for any:

16.4.1 direct or indirect expense or liability comprising or

16.4.1 direct or indirect expense or liability comprising or

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resulting from  
savings; or

, lost profits, loss of anticipated

16.4.2 indirect or consequential  
description

age, cost, expense or liability of any

whether or not any  
reasonably foreseeable

age, cost, expense or liability was

16.5 Save in respect of  
Supplier's negligence  
Supplier's negligence  
(whether the claim is  
negligence) arising  
in the form of the actual  
direct costs and damage  
price paid to the Supplier  
the Distributor's claim  
same amount for a claim  
incurred by the Distributor

personal injury arising from the  
tangible property caused by the  
maximum liability to the Distributor  
in statute, contract, tort (including  
this Agreement (whether the claim is  
for services or otherwise) will be for  
limited to a sum equivalent to the  
for services that are the subject of  
to <<insert percentage>>% of the  
directly, reasonably and necessarily  
for alternative products and/or services.

16.6 The parties acknowledge  
Clause 16 are reasonable

the limitations contained in this  
the circumstances.

16.7 Nothing in this Agreement  
statutory rights as a

or otherwise affect the Distributor's  
Distributor.

16.8 These limitations will  
statute, in contract or

the form of action, whether under  
(in law or in equity) or any other form of action.

16.9 For the purposes of  
each case its employment  
benefit of the limitations  
Contracts (Rights of

tributor" and "Supplier" includes in  
and suppliers who shall all have the  
liability set out above in terms of the

17. **Force majeure**

For the purposes of this  
Party, any circumstances beyond

force majeure" means, in relation to either  
control of that Party.

**EITHER**

[Neither Party shall have  
Agreement for any delays  
which result from Force Majeure  
continuous period of more  
Agreement by written notice

Party is deemed to be in breach of, this  
its performance of this Agreement  
force majeure circumstances continue for a  
period of more than 30 days, either Party may terminate this

**OR**

[Notwithstanding anything  
liable for any delay in performance  
caused by Force Majeure (including  
omission of the other Party or  
supplier of the Party so long as  
except where such delay is  
supplier concerned. Subject to  
Party in writing of the reasons for  
performance of such Party's  
said Force Majeure circumstances

Agreement, neither Party shall be  
under this Agreement if such delay is  
caused by any act or omission of  
any delay by a sub-contractor or  
supplier of the Party from liability for delay  
caused by the sub-contractor or  
supplier, provided that the Party is  
promptly notifying the other Party  
(including the likely duration of the delay), the  
liability shall be suspended during the period that the  
Party is notified of such delay and  
such Party shall be granted an

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18.6.3 use of the Software on equipment with which it is incompatible

19. **Intellectual property rights**

19.1 The Distributor acknowledges that all of the copyright, trade mark, and other intellectual property rights in the Software, including any patents, shall remain the property of the Licensor as specified in the Software License Agreement and the Distributor shall, upon termination of this Agreement, return any such rights by the Licensor.

19.2 The Distributor also acknowledges that all rights belonging to the Licensor in the Software and other materials used in connection with the Software shall remain the property of the Licensor and during continuation of and on termination of this Agreement the Distributor shall forthwith discontinue use, without any compensation for such discontinuation, of the Software and shall not use the same as prior to the termination of this Agreement for the purposes of the Software unless the Licensor shall advise the Distributor in writing.

19.3 The Distributor shall not, after the expiry or termination of this Agreement, without the prior written consent of the Supplier, use or adopt any name, trade mark, or other commercial designation which is either identical to or is similar to or might be confused with the same.

19.4 The Supplier shall defend and indemnify the Distributor alleging that the Software infringes the intellectual property rights of a third party ("Intellectual Property Claim") and damages awarded in respect of such claim provided that the Distributor:

19.4.1 furnishes the Supplier with a written notice of the Intellectual Property Claim;

19.4.2 provides the Supplier with all reasonable assistance in respect of the Intellectual Property Claim;

19.4.3 gives to the Supplier the authority to defend or settle the Intellectual Property Claim.

19.5 If, in the Supplier's opinion, the Software is or may become the subject of an Intellectual Property Claim, the Supplier shall either:

19.5.1 obtain for the Distributor the right to continue to use and sub-licence the Software in respect of the Intellectual Property Claim; or

19.5.2 replace or, where appropriate, modify the Software without the consent of the Distributor, modify the Software in respect of the Intellectual Property Claim such that they become the property of the Supplier.

19.6 If the remedies set out in 19.5 above are not in the Supplier's opinion reasonably available, the Distributor shall return the Software to the Supplier and the Supplier shall refund to the Distributor a proportion of the Licence Fee, as

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re or on equipment with which it is

all of the copyright, trade mark, or used in connection with the manuals relating thereto are and for the licensor (if not the Supplier) as specified in Schedule 4 (the "Licensor") at any time after the expiry of or upon termination or dispute the ownership or use of the Software.

copyright, trade mark, , and other intellectual property rights in the Software and other materials used in connection with the Software are only used by the Licensor and during continuation of and on termination of this Agreement the Distributor shall forthwith discontinue use, without any compensation for such discontinuation, of the Software and shall not use the same as prior to the termination of this Agreement for the purposes of the Software unless the Licensor shall advise the Distributor in writing.

the expiry or termination of this Agreement, without the prior written consent of the Supplier, use or adopt any name, trade mark, or other commercial designation which is either identical to or is similar to or might be confused with the same.

se any claim brought against the Distributor alleging that the Software infringes the intellectual property rights of a third party ("Intellectual Property Claim") and the Supplier shall pay all costs and damages awarded in respect of such claim provided that the Distributor:

written notice of the Intellectual Property Claim;

able assistance in respect of the Intellectual Property Claim;

authority to defend or settle the Intellectual Property Claim.

e Software is or may become the subject of an Intellectual Property Claim, the Supplier shall either:

o continue to use and sub-licence the Software in respect of the Intellectual Property Claim; or

sent of the Distributor, modify the Software in respect of the Intellectual Property Claim such that they become the property of the Supplier.

5 above are not in the Supplier's opinion reasonably available, the Distributor shall return the Software to the Supplier and the Supplier shall refund to the Distributor a proportion of the Licence Fee, as







either Party is exc  
Party.

power, or remedy available to that

25. **Assignment**

[Subject to sub-Clause 37  
rights or delegate any of its  
voluntarily or involuntarily,  
except with the prior writt  
Distributor howsoever occ  
this Agreement.

utor's shall not assign any of its  
Agreement and the Licence, either  
in whole or in part, to any party  
olier. No such assignment by the  
Distributor of its obligations under

26. **Successors and assignee**

26.1 This Agreement sha  
and their respective  
Party to this Agree

inure to the benefit of, the Parties  
ed assignees, and references to a  
cessors and permitted assignees.

26.2 In this Agreement re

de references to a person:

26.2.1 who for the  
otherwise) to  
those rights)

d (by assignment, novation, or  
this Agreement (or any interest in

26.2.2 who, as ad  
those rights,

otherwise, is entitled to exercise

and in particular th  
any interest in thos  
division, reconstruc  
purpose, reference  
similar rights to w  
novation of this Agr

a person to whom those rights (or  
or pass as a result of a merger,  
ation involving that Party. For this  
nder this Agreement include any  
comes entitled as a result of a

27. **Notices**

27.1 All notices under thi

writing.

27.2 Notices shall be de

given:

27.2.1 when delive  
registered m

ier or other messenger (including  
ss hours of the recipient; or

27.2.2 if transmitt  
transmission

e first business day following

27.2.3 on the [sec  
first class po

ving mailing, if mailed by prepaid

27.3 In each case notice  
address notified to t

the most recent address or e-mail

28. **Announcements**

No Party shall issue or ma  
regarding this Agreement u  
do so for that particular pro

ement or disclose any information  
ritten consent of the other Party to  
disclosure.

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29. **Entire Agreement**

29.1 Each Party agrees

other that:

29.1.1 it has not e  
rely on, any  
Agreement;

ent on the basis of, and shall not  
not expressly incorporated into this

29.1.2 it shall hav  
statement,  
innocently o

st that other in respect of any  
ce or warranty (whether made  
set out in this Agreement.

29.2 Subject to Sub-Cla  
entire agreement b  
previous agreemen  
understandings bet  
matter.

7], this Agreement constitutes the  
supersedes and extinguishes all  
s, warranties, representations and  
tten or oral, relating to its subject

29.3 The obligations o  
agreement shall re  
between such non-  
Clause 29.2) of this

any pre-existing non-disclosure  
fect insofar as there is no conflict  
nd the provisions (other than Sub-

30. **Amendments**

This Agreement may not b  
duly authorised representa

instrument in writing signed by the

31. **Severability**

The Parties agree that, i  
Agreement is found to be  
provisions shall be deeme  
remainder of this Agreeme

r more of the provisions of this  
erwise unenforceable, that / those  
ainder of this Agreement and the  
orceable.

32. **Counterparts**

This Agreement may be ex  
of which shall be an orig  
constitute one and the sam

f counterparts or duplicates, each  
parts or duplicates shall together

33. **Costs and expenses**

Each Party shall bear its  
connection with the draftin  
this Agreement.

er costs and expenses arising in  
, and registration (if applicable) of

34. **Set-off**

Where either Party has in  
Agreement or otherwise, a  
Party may set off the amou  
due to the other Party unde

e other Party, whether under this  
is liquidated or unliquidated, each  
t any sum that would otherwise be

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35. **Third parties**

Except as provided by Schedule 5, this Agreement has no right to enforce any term of this Agreement on a third party which exists or is

person who is not a party to this Agreement (Rights of Third Parties) Act 1999 to not affect any right or remedy of a third party which exists or is

36. **[Data protection]**

36.1 All personal information used for the purposes of this Agreement will be collected, used, stored, processed, disclosed, transferred, and otherwise handled in accordance with the provisions of the Data Protection Act 1998 (being, as the case may be, the Data Protection Act 1998 and the Rights of Third Parties Act 1999) and the rights of the Other Party) and the rights of the Other Party)

the Distributor ("First Party") may use, store, process, disclose, transfer, and otherwise handle personal data in accordance with the provisions of the Data Protection Act 1998 (being, as the case may be, the Data Protection Act 1998 and the Rights of Third Parties Act 1999) and the rights of the Other Party) and the rights of the Other Party)

36.2 For complete details of the collection, processing, storage, and retention of personal data, please refer to the Other Party's and the Supplier's privacy policies and personal data sharing notices. The relevant Privacy Notice of the Supplier and the Other Party are attached at Schedule 6.

collection, processing, storage, and retention of personal data, please refer to the Other Party's and the Supplier's privacy policies and personal data sharing notices. The relevant Privacy Notice of the Supplier and the Other Party are attached at Schedule 6.

37. **[Data processing]**

37.1 In this Clause 37, "data controller", "data processor", and "personal data" have the meanings defined in the Data Protection Legislation.

subject", "data controller", "data processor", and "personal data" have the meanings defined in the Data Protection Legislation.

37.2 [All personal data transferred to the Supplier under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties pursuant to this Agreement.]

party with the other Party under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties pursuant to this Agreement.]

**OR**

37.2 [All personal data transferred to the Supplier or by the Supplier to the Other Party shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties pursuant to this Agreement.]

Distributor on behalf of the Supplier to the Other Party under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties pursuant to this Agreement.]

**OR**

37.2 [The Parties hereby agree to comply with all applicable data protection requirements. This Clause 37 shall not relieve the Parties of their obligations under the Data Protection Legislation to comply with all applicable data protection obligations.

both comply with all applicable data protection requirements. This Clause shall not relieve the Parties of their obligations under the Data Protection Legislation to comply with all applicable data protection obligations.

37.3 For the purposes of this Clause 37, the Supplier OR [Distributor] OR [Supplier] is the "Data Controller" and the [Distributor] OR [Supplier] is the "Data Processor".

Legislation and for this Clause 37, the Supplier OR [Distributor] OR [Supplier] is the "Data Controller" and the [Distributor] OR [Supplier] is the "Data Processor".

37.4 The type(s) of personal data to be processed, the purposes for which the personal data is to be processed, and the other information set out in Schedule 6.

type, nature and purpose of the personal data to be processed, the purposes for which the personal data is to be processed, and the other information set out in Schedule 6.

37.5 The Data Controller shall obtain and place all necessary consents and notices required for the processing and transfer of personal data to the Data Processor.

shall obtain and place all necessary consents and notices required for the processing and transfer of personal data to the Data Processor.

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- Processor for the pu
- 37.6 The Data Processo
- relation to its perfor
- 37.6.1 Process the
- Controller un
- such person
- the Data Co
- by law;
- 37.6.2 Ensure that
- measures (a
- data from
- damage or
- potential ha
- current state
- those measu
- 37.6.3 Ensure that
- for processin
- that persona
- 37.6.4 Not transfer
- written cons
- conditions a
- 37.6.4.1
- 37.6.4.2
- 37.6.4.3
- 37.6.4.4
- 37.6.5 Assist the D
- to any and
- compliance
- security, bre
- with supervi
- the Informat
- 37.6.6 Notify the D
- breach;
- 37.6.7 On the Da
- dispose of) o
- the Data C
- required to r
- 37.6.8 Maintain cor
- technical an
- demonstrate
- the Data Co

Agreement.

any personal data processed by it in  
 tations under this Agreement:

ne written instructions of the Data  
 r is otherwise required to process  
 ta Processor shall promptly notify  
 ng unless prohibited from doing so

ble technical and organisational  
 (Controller) to protect the personal  
 ful processing, accidental loss,  
 ures shall be proportionate to the  
 events, taking into account the  
 gy and the cost of implementing  
 en are set out in Schedule 6;

ress to the personal data (whether  
 ) are contractually obliged to keep

side of the UK without the prior  
 troller and only if the following

er and/or the Data Processor  
 suitable safeguards for the transfer

cts have enforceable rights and  
 es;

complies with its obligations under  
 Legislation, providing an adequate  
 o any and all personal data so

or complies with all reasonable  
 advance by the Data Controller  
 processing of the personal data.

ta Controller’s cost, in responding  
 ta subjects and in ensuring its  
 tion Legislation with respect to  
 t assessments, and consultations  
 ators (including, but not limited to,  
 e);

undue delay of a personal data

instruction, delete (or otherwise  
 a and any and all copies thereof to  
 of this Agreement unless it is  
 data by law; and

ords of all processing activities and  
 ures implemented necessary to  
 ause 37 and to allow for audits by  
 designated by the Data Controller.

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37.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 37.]

any of its obligations with respect to the processing of personal data under this Clause 37.]

OR

37.7 [The Data Processor shall comply with any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 37 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) provided that the Data Processor appoints a sub-processor, the

at any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 37 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) provided that the Data Processor appoints a sub-processor, the

37.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 37 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 37 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

37.7.2 Ensure that the sub-processor complies fully with its obligations under applicable data protection legislation and that agreement.

complies fully with its obligations under applicable data protection legislation and that agreement.

37.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which all obligations arising from the processing clauses of this Agreement shall be terminated. Such termination shall not affect any obligations arising from this Agreement.]

at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which all obligations arising from the processing clauses of this Agreement shall be terminated. Such termination shall not affect any obligations arising from this Agreement.]

38. Law and jurisdiction

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38.1 This Agreement and any non-contractual matters and obligations arising therefrom (including any non-contractual matters and obligations arising therefrom) shall be governed by, and construed in accordance with, the law of England and Wales.

any non-contractual matters and obligations arising therefrom (including any non-contractual matters and obligations arising therefrom) shall be governed by, and construed in accordance with, the law of England and Wales.

38.2 The Parties irrevocably and exclusively agree that any dispute, controversy, proceedings, or claim arising out of or in connection with this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

any dispute, controversy, proceedings, or claim arising out of or in connection with this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

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SIGNED for and on behalf of the S  
<<Name and Title of person signing

\_\_\_\_\_  
Authorised Signature

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

SIGNED for and on behalf of the D  
<<Name and Title of person signing

\_\_\_\_\_  
Authorised Signature

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

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**PART I: The Software**

<<Insert Details>>

**PART II: The Hardware**

<<Insert Details>>

**PART III: The Territory**

<<Insert Details>>

**PART IV: The Retained Territories**

<<Insert Details>>

As at: <<Date>>

<<Type and Minimum No of copies>>

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

<<Licence Fee per copy of Software...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 of...carried out>>.

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**Nature**

<<Insert description of the nature of processing to be carried out>>.

**Purpose**

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

**Duration**

<<Insert details of the duration of processing>>.

**2. Types of Personal Data**

<<List the types of personal data to be processed>>.

**3. Categories of Data Subject**

<<List the categories of data subject to be processed>>.

**4. Organisational and Technical Measures**

<<Describe the organisational and technical measures to be implemented as referenced in sub-Clause 37.6.2>>.

**Each Party's Privacy Policy**

<<Attach a copy of each Party's Privacy Policy as referenced in sub-Clause 36.2>>

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