SOFTWARE LICENCE AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

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

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

WHEREAS:

(1)   The Licensor is **[**the develo... ...eneficial owner and supplier of the **[**<<insert name of software... ...ll associated documentation).

(2)   The Licensor wishes to gra... ...s Affiliates a non-exclusive licence to install and use the Softw... ...ocumentation) in accordance with the terms and conditions of...

IT IS AGREED as follows:

1.   **Definitions and Interpreta...**

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

        "Affiliate" ...on to the Licensee, any business ...time to time controls, is controlled ...ommon control with the Licensee. ...s of this definition, one business ...ontrol" another where it owns ...y or indirectly) more than <<insert ... of the outstanding voting ...ital stock of the business entity or ...e equity or ownership interest in ... business entity that is not a

        "Associated Services" ...s including, but not limited to, ...nt examples, e.g., IT support, ...oment, disaster recovery services ... provided to the Licensee or an ...Licensee for the purposes of, or ...tion to, the use of the Software as ...this Agreement;

        "Authorised Agent" ...loyee, agent, contractor, or sub- ...e Licensee that is employed or ...ged by the Licensee to provide ...ices;

"Authorised User" ... ser authorised to use the

"Business Day" ... nan Saturday or Sunday) ... s are open for their full ... s in <<insert location>>;

"Confidential Information" ... either Party, information ... t Party by the other Party ... ction with, this Agreement ... ng or any other medium, ... information is expressly ... or marked as such). This ... be limited to, information ... n the Software and the

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

"Date of Disposal" ... iich any Divested Entity ... or ceases to be owned by ... te, as applicable;

"Delivery Date" ... te for the Software, as

"Divested Entity" ... ch, at any time during the ... Agreement, is an Affiliate ... ses to be an Affiliate and ... king which is, at any time ... Term**]** of this Agreement, ... or an Affiliate and ceases ... see or an Affiliate;

"Intellectual Property Claim" ... e Licensee's use of the ... itellectual Property Rights ... t in Clause 10;

"Intellectu... ...eans (a) any and all rights in any copyrights, ...atents, trade marks, service marks, registered ...esigns, applications (and rights to apply for any ...those rights) trade, business and company ...ames, internet domain names and e-mail ...ddresses, unregistered trade marks and service ...arks, database rights, know-how, and rights in ...esigns and inventions;

...) rights under licences, consents, orders, ...atutes, or otherwise in relation to a right in ...aragraph (a);

...) rights of the same or similar effect or nature as ...to those in paragraphs (a) and (b) which now or ...the future may subsist; and

...) the right to sue for past infringements of any of ...e foregoing rights;

"Interim V... ...eans an Update issued by the Licensor to rectify ...ulnerabilities or other faults in the Software or to ...dd to, enhance, upgrade, or otherwise alter the ...oftware;

"Licence" ...eans the licence granted by the Licensor to the ...icensee and its Affiliates to use the Software, ...ursuant to sub-Clause 2.1;

"Licence F... ...eans the fee payable in consideration of the ...cence provided under this Agreement as set out ...Clause 5;

["Media" ...eans the physical media on which the Software ...nd **[**Interim Versions**] AND/OR [**New Releases**] ...ereof] [**is**] OR [**are**]** stored, as provided to the ...icensee by the Licensor. The original installation ...edia for the Software as initially supplied shall be ...pecified in Schedule 1;**]**

"New Rele... ...eans an Update issued by the Licensor which ...onstitutes a new version of the software;

["Preferen... ...eans preferential terms for the sale of one or ...ore New Releases of the Software, as set out in ...chedule 3;**]**

"Software" ...eans the computer software program**[**s**]** and ...ssociated documentation **[**developed and**]** owned ...y the Licensor, as specified in Schedule 1 and all ...pdates to that software which are acquired by ...e Licensee during the term of this Agreement;

"Specifica... ...eans the specification of the Software, ...escribing the facilities and functions thereof, as ...t out in Schedule 2;

["Term" ...eans the duration of the Licence as set out in ...ub-Clause 2.1;**]**

"Testing P... ...eans the period within which the Licensee shall ...st the software, as set out in sub-Clause 7.1;

"Update" ...eans an Interim Version or New Release of the ...oftware, as set out in Clause 8;

"Update T... ...eans the period within which the Licensee shall ...st any Update, as set out in sub-Clause 7.3;

"use the S... ...eans to use the Software in object code form for ...e normal business purposes of the Licensee or ...n Affiliate (or, if applicable, a Divested Entity) and ... the normal course of that business, and shall ...clude any acts reasonably incidental to such use ...cluding the making of **[**<<insert number>>**] OR** ... reasonable number of**]** copies of the Software ...r backup, archival, or other operational security ...urposes in accordance with Clause 3 **[**and as ...any copies of the Software as are reasonably ...ecessary to install it and enable the use of it as ...efined herein**]** and the making of alterations to ...e extent permitted by Clause 4;

"Vulnerabi... ...eans an error, flaw, or mistake in the Software ...at permits or causes an unintended behaviour to ...ccur, or a weakness in the Software that could be ...xploited or triggered by a threat source and that ...ould result in a failure of confidentiality, integrity, ... availability; and

"Warranty... ...eans the period during which the warranties set ...ut in sub-Clause 11.1 shall apply.

1.2 Unles... ...requires, each reference in this Agreement to:

a) ...milar expression, includes a reference to any ...ed by electronic or facsimile transmission or

b) ...n of a statute is a reference to that statute or ...or re-enacted at the relevant time;

c) ...reference to this Agreement and each of the ...d or supplemented at the relevant time;
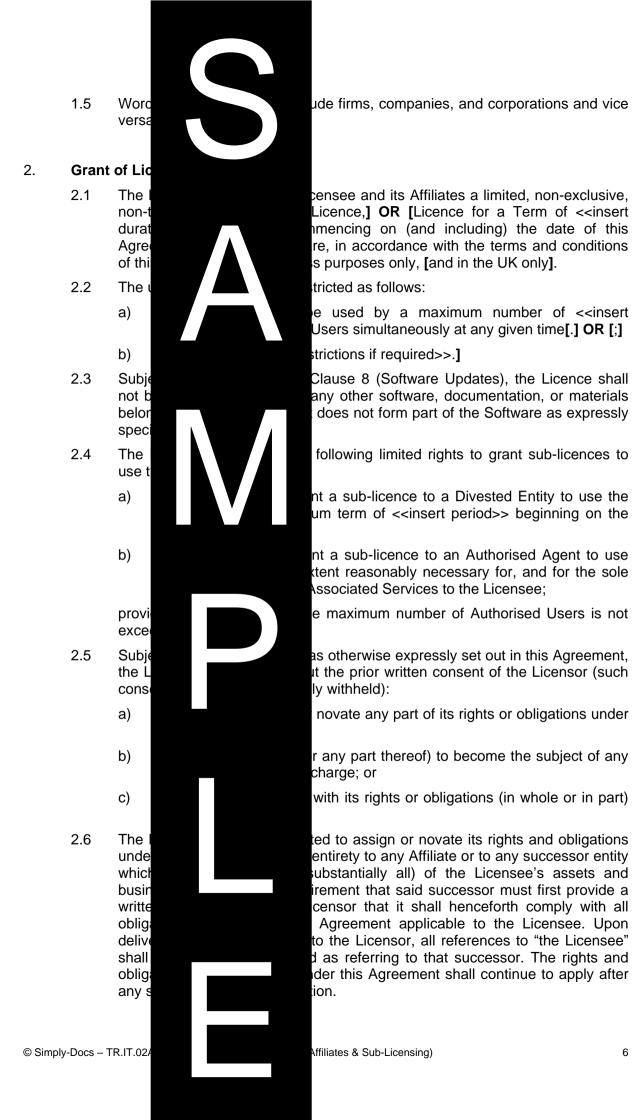
d) ...ule to this Agreement;

e) ...n is a reference to a Clause of this Agreement ...ules) or a paragraph of the relevant Schedule;

f) ...s" refer to the parties to this Agreement.

1.3 The h... ...reement are for convenience only and shall have no ef... ...n of this Agreement.

1.4 Word... ...number shall include the plural and vice versa.

1.5 Word... ...ude firms, companies, and corporations and vice versa...

2. **Grant of Lic...**

2.1 The ... ...censee and its Affiliates a limited, non-exclusive, non-t... ...Licence,**] OR [**Licence for a Term of <<insert durat... ...mmencing on (and including) the date of this Agre... ...re, in accordance with the terms and conditions of thi... ...s purposes only, **[**and in the UK only**]**.

2.2 The u... ...stricted as follows:

a) ...e used by a maximum number of <<insert ...Users simultaneously at any given time**[.] OR [;]**

b) ...strictions if required>>.**]**

2.3 Subje... ...Clause 8 (Software Updates), the Licence shall not b... ...any other software, documentation, or materials belon... ...t does not form part of the Software as expressly speci...

2.4 The ... ...following limited rights to grant sub-licences to use t...

a) ...nt a sub-licence to a Divested Entity to use the ...um term of <<insert period>> beginning on the

b) ...nt a sub-licence to an Authorised Agent to use ...xtent reasonably necessary for, and for the sole ...Associated Services to the Licensee;

provi... ...e maximum number of Authorised Users is not excee...

2.5 Subje... ...as otherwise expressly set out in this Agreement, the L... ...t the prior written consent of the Licensor (such cons... ...ly withheld):

a) ...novate any part of its rights or obligations under

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

c) ...with its rights or obligations (in whole or in part)

2.6 The ... ...ted to assign or novate its rights and obligations unde... ...entirety to any Affiliate or to any successor entity which... ...substantially all) of the Licensee's assets and busin... ...irement that said successor must first provide a writte... ...censor that it shall henceforth comply with all obliga... ...Agreement applicable to the Licensee. Upon delive... ...to the Licensor, all references to "the Licensee" shall ... ...d as referring to that successor. The rights and obliga... ...der this Agreement shall continue to apply after any s... ...tion.

3. **Restriction**

3.1 The L[...]o <<insert number>>] **OR [**a reasonable number of**]** c[...]r backup, archival, or other operational security purpo[...] be the property of the Licensor.**]** The Licensee may [...]erwise obscure any notices of proprietary rights (inclu[...]o, copyright) or any product identification or restri[...]are. Any and all such notices must be included in full o[...] the Software.

3.2 The L[...]o <<insert number>>] **OR [**a reasonable number of**]** c[...]ion as reasonably required to support the use of the S[...]ith the terms and conditions of this Agreement.

4. **Restriction**

4.1 The [...]ate, reverse-engineer, decompile, disassemble, modi[...]e works based on the Software (or any part there[...]

a) [...]rior written consent; or

b) [...]are legitimately necessary in order to ensure the [...]Software with other software or systems used by [...]liate; or

c) [...]w or otherwise by this Agreement. Section 50B [...]yright Designs and Patents Act 1988 permit such [...] they are necessary to obtain information [...]n independent software program which can be [...]ftware or with another software program ("the [...]The information obtained from such actions must [...]her purpose.

4.2 The [...]sub-Clause 4.1(c) will not be permitted if the Licen[...]

a) [...]vailable to them the information necessary to [...]bjective;

b) [...]decompiling to such acts as are necessary to [...]bjective;

c) [...]n obtained by the decompiling to any person to [...]ary to supply it in order to achieve the permitted

d) [...]n to create a software program which is [...]its expression to the Software or to do any other [...]ght.

5. **Licence Fee**

5.1 The L[...]insert sum>>.

5.2 The [...]vable in a single one-off payment which shall be due [...] relevant event, e.g., "on signature of this Agre[...]

5.3 The [...]her charges payable under this Agreement are

exclu... ...VAT and other sales tax, which shall be payable by th... ...and in the manner prescribed by law against subm... ...ce.

5.4 Any ... ...Licensee under this Agreement in addition to the Licen... ...ithin <<insert period>> Business Days after the recei... ...Licensor's invoice therefor.

5.5 The ... ...right to charge interest on any overdue sums which ... ...a daily basis at <<insert percentage>>% above the b... ...nk name>>, calculated from the due date for paym... ...n up to and including the actual date of payment, wheth... ...ent.

6. **Delivery [ar...**

6.1 On t... ...<insert date>>, the Licensor shall deliver the Softw... ...<insert delivery method>>]** to the Licensee for insta... ...The Software so delivered shall consist of one copy ... ...e Software in machine-readable form only **[**, on the M...

6.2 **[Risk** ... ...to the Licensee at the end of the Testing Period unles... ...s their right to reject under sub-Clause 7.2 or other... ...cence before that point, in which case risk shall not p... ...he case of Updates delivered to the Licensee on physi... ...evant Media shall pass at the end of the relevant Upda... ...ss the Licensee exercises their right to reject unde... ...rwise discontinues the Licence before that point, in wh... ...ss to the Licensee.**]**

7. **Testing and...**

7.1 The ... ...period of <<insert period>> Business Days, comm... ...stallation of the Software to ensure that the Softw... ...and to its satisfaction in accordance with the Spec... ...riod").

7.2 If, du... ...the Software fails to perform correctly and to the Licen... ...rdance with the Specification, the Licensee may rejec... ...ensee exercises this right to reject, the Licensor shall ... ...he Licensee under this Agreement. Upon receipt of su... ..., this Agreement shall terminate.

7.3 In the... ...vided by the Licensor, the Licensee shall have a perio... ...usiness Days, commencing on the date that the Upda... ...sure that the Update does not in any way impair the p... ...ality of the Software in accordance with the Spec... ...e Testing Period").

7.4 If, du... ...Period, the Software is found to be impaired as desc... ...the Licensee may reject the Update and the follow...

a) ... ...terim Version, the Licensor shall either issue a ... ...ion or shall withdraw that Interim Version entirely ... ...censee's request, correct any defects in the ... ...m Version was intended to correct**]**;

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

8. **Software U...**

8.1 The ... to time, issue Interim Versions of the Software, free ... erabilities or other faults in the Software or to add to, en... rwise alter the Software.

8.2 The ... Licensee with all Interim Versions **[**on physical Medi... y <<insert delivery method>>**] [**within <<insert perio... e**] OR [**no later than such Interim Versions are made ... her customers**]**.

8.3 The ... no Interim Release shall adversely affect the Softw... version and will not reduce, downgrade, or other ... sting features or functions.

8.4 The ... to time, issue New Releases of the Software. A New ... new product instead of an update to an existing versi... Releases shall be distinct from Interim Versions.

8.5 **[**Subj... ale Terms set out in Schedule 3, the**] OR [**The**]** Licen... the Licensee of New Releases and shall offer to sell t... he same price and on the same terms on which they ... able to other customers on the open market.

9. **Licensor's ... tual Property Rights**

9.1 The ... l Intellectual Property Rights of whatever nature which ... sist therein are and shall remain the property of the L...

9.2 The ... Licensor immediately if the Licensee becomes awar... e of the whole or any part of the Software by any pers...

10. **Intellectual ... demnity**

10.1 The ... its own expense any claim brought against the Licen... ssession and/or use of Software (or any part there... its rights under this Agreement infringes the Intell... f a third party ("Intellectual Property Claim") and the L... nnify and hold harmless the Licensee from and again... expenses, costs (including legal fees), and dama... varded against the Licensee or agreed to in settle... roperty Claim provided that the Licensee:

a) ... r with prompt written notice of the Intellectual ... ing as much detail as is reasonably possible and

b)   admission of liability and does not reach any ...omise with respect to the Intellectual Property ...r written consent of the Licensor (such consent ... withheld);

c)   ... and its professional advisers with reasonable ...s (at reasonable times and on reasonable notice) ...ctual Property Claim including, but not limited to, ...cts and documents and access to any and all ...el relating to the Intellectual Property Claim; and

d)   ...any and all reasonable requests of the Licensor ...Licensor providing satisfactory security to the ...y claim, liability, losses, expenses, costs, or ...icensee may incur, takes such actions as the ...ably require in order to avoid, dispute, defend, ...the Intellectual Property Claim.

10.2   Witho... ...se 10.1, if an Intellectual Property Claim is made or if, ...nable opinion, the Licensee's possession and/or use ...part thereof) in accordance with its rights under this ... ...become the subject of an Intellectual Property Claim ... at its sole option and expense:

a)   ...e the right to continue using the Software (or ...) which are or may become the subject of the ...aim; or

b)   ...e written consent of the Licensee,] modify the ... parts thereof) which are or may become the ...ectual Property Claim so they become non-

10.3   If the... ...modifies the Software in accordance with sub-Claus... ...or warrants that the replacement or modified Softw... ...omply with the Specification and all warranties given... ...this Agreement, and that the Licensee's rights unde... ...be unaffected. Where any warranty under this Agre... ...lar date or time period, such date or period shall be in... ...n the date on which the Software was replaced or m... ...in.

11. **Warranties** ...

11.1   The L... ...and represents that:

a)   ...r into this Agreement and to grant the Licence to ...ance with the terms of this Agreement;

b)   ...ert period>> (the "Warranty Period") from the ...oftware shall be free from defects and shall ...l respects with the Specification, providing the ...set out therein, when used correctly;

c)   ...tation included with the Software shall provide ...to enable the Licensee to make proper use of the ...es and functions thereof; **[and]**

d)   ...e from defects; and**]**

e) [... reaso]nable precautions to ensure that**]** the Software **[... OR [**is**]** free from **[**Vulnerabilities,**]** viruses**[,]** and [...]

11.2 If the [...] [an]y defect, fault, **[**Vulnerability,**]** virus**[,]** or other malw[are ...] [an]y other failure of the Software to conform to the Spec[ification ...] warranties given by the Licensor under this Agree[ment ...] [Warran]ty Period, it shall notify the Licensor of the same in wri[ting ...] [as soon as reasonab]ly possible and practicable after identification.

11.3 After [... notic]e as set out under sub-Clause 11.2, the Licensor shall, [... at its own] expense, repair or replace the Software (or affec[ted Media ...] [and the] affected Media**]**.

11.4 The [Warranty ... under] Clause 11 shall not apply to the extent that any defec[t ... v]irus**[,]** or other malware in the Software or any other [... failure] to conform to the Specification arises from or is exac[erbated by ...]

    a) [... incorre]ct use, operation, or corruption of the Software;

    b) [... mod]ification or alteration of the Software by or on the [behalf of the Licen]see that is not permitted under Clause 4; or

    c) [... us]e on or in conjunction with any other software or [... with which] it is incompatible unless such compatibility is [... part of the Specifi]cation.

11.5 The [Warranty under sub-Clau]se 11.1 shall also apply to any Update that is provi[ded by t]he Licensor **[**during the Term of this Agreement**]** and, [... in respect of s]ub-Clause 11.5, references to the Delivery Date shall [... be taken as refe]rences to the date on which the Update was provi[ded and conf]ormity with the Specification shall be interpreted as m[eaning that an Update s]hall in any way reduce, downgrade, or otherwise impa[ir any of the Software's] pre-existing features or functions (Updates are not c[overed by the Specific]ation and may be issued after the date of this Agre[ement).]

11.6 To th[e fullest extent permitted by] law, the Licensor disclaims all other warranties with [respect to the Software] **[**and the Media**]** including, but not limited to, any impli[ed warranties of merchantable] quality, fitness for any particular purpose, or the ability [to achieve a particular r]esult.

12. **Liability**

12.1 Nothi[ng in this Agreement sh]all limit or exclude either Party's liability for death or pe[rsonal injury caused by i]ts negligence or that of its employees or agents, for f[raud or fraudulent mi]srepresentation, for the wilful misconduct or delib[erate default of a P]arty or that of its employees or agents, for any breac[h of the terms implied b]y section 12 of the Sale of Goods Act 1979 or secti[on 2 of the Supply of Go]ods and Services Act 1982 (relating to title and quiet [possession), or for any ot]her form of liability which cannot be limited or exclu[ded by applicable law.]

12.2 Subje[ct to sub-Clause 12.1 a]nd to any other provision to the contrary in this Agree[ment, no Party sh]all be liable for any loss or damage suffered by the o[ther Party or a Divested] Entity (or any party claiming under or throu[gh them) whethe]r suffered directly or indirectly, or whether imme[diate or consequential, and] arising in contract, tort (including negligence),

breac... otherwise, which falls within any of the following
categ...

a) ...

b) ...ss;

c) ...tunity;

d) ...contracts;

e) ...ings;

f) ...ata;**]**

g) ...goodwill;

h) ...ial loss; or

i) ... in the event that the relevant Party was aware
...ich the same could arise.

12.3 Nothi... ll exclude claims for direct financial loss that are
not e... egories (a) to (i) of sub-Clause 12.2.

12.4 Subje... Clause 10 (Intellectual Property Claims and
Inde... ort Control and Compliance with Laws), and
Claus... n respect of which any liability arising shall be
unlim... the Licensor whether in contract, tort (including
neglig... utory duty, or otherwise, shall be limited to
[£<<i... escribe liability cap, e.g., "a sum equal to the
Licen...

12.5 Subje... Clause 13 (Export Control and Compliance with
Laws... entiality), in respect of which any liability arising
shall ... ability of the Licensee, whether in contract, tort
(inclu... n of statutory duty, or otherwise, shall be limited
to **[£...** describe liability cap, e.g., "a sum equal to the
Licen...

13. **Export Con... th Laws**

The Parties ... licable laws and regulations governing the use,
transfer, imp... (or the prohibition thereof) of the Software. The
Licensee sh... or any purpose prohibited by applicable law.

14. **Confidentia...**

14.1 Each ... except as provided by sub-Clause 14.2 or as
autho... ther Party (such consent not to be unreasonably
withh... es during the continuance of this Agreement and
[for ... s termination:

a) ...onfidential Information;

b) ...dential Information to any other party;

c) ...tial Information for any purpose other than as
...greement;

d) ...of, record in any way, or part with possession of
...nation; and

e) ...able) none of its employees or agents does any ... ...at Party, would be a breach of the provisions of ...

14.2 Subje... ..., either Party may disclose any Confidential Infor...

a) ...ntractors, substitutes, or suppliers;

b) ... maintain any equipment on which the Software ...use being in accordance with the terms of this ...

c) ...ther authority or regulatory body; or

d) ...s or agents or those of any party described in ... (c).

14.3 Discl... ... 14.2 may be made only to the extent that is nece... ...ontemplated by this Agreement, or as required by law. ...sing Party must first inform the recipient that the Confi... ...confidential. Unless the recipient is a body desc... ...2(c) or is an authorised employee or officer of such ...arty must obtain and submit to the other Party a writte... ...recipient to keep the Confidential Information confi... ...ly for the purposes for which the disclosure is made...

14.4 Eithe... ...nfidential Information for any purpose, or disclose it to a... ...at Confidential Information is or becomes public know... ...that Party.

14.5 Wher... ...nfidential Information under sub-Clause 14.4, the disclo... ...re that it does not disclose any part of that Confi... ...n is not public knowledge.

14.6 The ... ...e 14 shall continue in force in accordance with their ... ...e termination of this Agreement for any reason.

15. **Terminatio...**

15.1 The ... ...this Agreement at any time by giving at least <<ins... ...ays' prior written notice to the Licensor.

15.2 The ... ...this Agreement immediately by written notice to the L... ...commits a material or persistent breach of this Agre... ...edy that breach (if the breach is capable of reme... ...d>> Business Days after the service of a written notic...

15.3 On te... ...ent for any reason:

a) ...ase all activities authorised by this Agreement;

b) ...nstall and erase the Software from any and all ...is installed or stored including but not limited to, ...d other devices, whether or not such installation ...liance with this Agreement, and return to the ...t the Licensor's sole option) the Software **[**and ...(including any copies thereof that are in the

or control). If the Licensor requires such ... nsee shall certify that it has done so within ... e date of the termination of this Agreement.

15.4 Term ... nt (howsoever occasioned) shall not affect any accru ... emedies, or liabilities of either Party existing on the ... r shall it affect the coming into force or the conti ... rovision in this Agreement which is expressly or by i ... ome into or continue in force on or after such termi ... limited to, the right to claim damages in respect of a ... ement which existed on or before the date of termi ...

15.5 In pa ... on or expiry of this Agreement, Clauses 1, 12, 13, 14 a ... rce.

16. **Data Protec ...**

The Parties ... the provisions of the Data Protection Legislation and any re ... as the same relates to the provisions and obligations c ...

17. **Force Maje ...**

17.1 Neith ... nent shall be liable for any failure or delay in perfo ... here such failure or delay results from any cause that i ... e control of that Party. **[**Such causes include, but are ... lure, internet service provider failure, industrial actio ... , storms, earthquakes, acts of terrorism, acts of war, ... any other event that is beyond the control of the Party ...

17.2 If suc ... ue for a continuous period of more than <<insert perio ... rminate this Agreement by written notice to the other ...

18. **No Agency ...**

This Agreem ... or imply any partnership, joint venture, agency, fiduciary rel ... ationship between the Parties other than the contractual r ... vided for in this Agreement.

19. **Notices**

19.1 All n ... ent shall be in writing and be deemed duly given if sig ... a duly authorised officer of the Party giving the notic ...

19.2 Notic ... ave been duly given:

a) ... vered by courier or other messenger (including ... the normal business hours of the recipient; or

b) ... ed by facsimile or email; or

c) ... ss Day following mailing, if mailed by first-class ... or

d)   ay following mailing, if mailed by airmail, postage

In ea   e addressed to the most recent address, email
addre   notified to the other Party.

20. **Successors**

20.1   This   ding upon and shall inure to the benefit of the
Parti   e successors and permitted assignees, and
refere   s Agreement shall include its successors and
perm

20.2   The   vate, charge, or deal in any other way with any or
all of   ns under this Agreement at any time, and shall
provi   tice of the same to the Licensee.

20.3   The   gn or novate its rights and obligations under this
Agre   Clauses 2.5 and 2.6.

20.4   Notw   ns of Clause 14 (Confidentiality), either Party
may,   all of its rights under this Agreement, disclose to
the p   information relating to this Agreement and the
subje   e extent reasonably necessary to facilitate the
propo   h cases, the Party seeking to assign its rights
shall   of the proposed assignee to the other Party.

20.5   Subje   this Agreement, references to a Party include
refere

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

21. **Entire Agre**

21.1   This   d all documents annexed hereto or otherwise
referr   he entire agreement between the Parties with
respe   nd may not be modified except by an instrument
in wri   uthorised representatives of the Parties.

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

22. **Counterpar**

This Agreem   any number of counterparts or duplicates, each

of which sh... such counterparts or duplicates shall together constitute o... ...ent.

23. **No Waiver**

No failure or... ...exercising any of its rights under this Agreement shall be dee... ...t right, and no waiver by either Party of a breach of any provis... ...hall be deemed to be a waiver of any subsequent breach of the... ...ision.

24. **Severance**

The Parties... ...nt that one or more of the provisions of this Agreement i... ...nvalid, or otherwise unenforceable, the affected provision(s)... ...ed from the remainder of this Agreement. The remainder of... ...valid and enforceable.

25. **Time of the...**

Time shall b... ...s Agreement with respect to any time, date, or period ment... ...or subsequently substituted as a time, date, or period by ag... ...en the Parties.

26. **Third Partie...**

26.1 The L... ...e may enforce the terms of this Agreement to the fulles... ...law as if they were a party to this Agreement, subje... ...with this sub-Clause 26.1, the remainder of this Agre... ...s (Rights of Third Parties) Act 1999.

26.2 Subje... ...person who is not a party to this Agreement has no rig... ...(Rights of Third Parties) Act 1999 to enforce any term... ...his does not affect any right or remedy of a third party... ...le apart from that Act.

26.3 The... ...Parties to terminate, rescind, or agree to any varia... ...nt under this Agreement shall not be subject to the c... ...s not a party to this Agreement.

27. **[Dispute Re...**

27.1 The P... ...esolve any dispute arising out of or relating to this Agre... ...ns between their appointed representatives who shall... ...le such disputes.

27.2 If neg... ...se 27.1 do not resolve the matter within <<insert perio... ...n invitation to negotiate, the Parties shall attempt to re... ...od faith through an agreed Alternative Dispute Reso... ...

27.3 If the... ...sub-Clause 27.2 does not resolve the matter within... ...e initiation of that procedure, or if either Party refus... ...ADR procedure, the dispute may be referred to arbitr...

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

27.5 Nothi... ...ll prohibit either Party from applying to a court for interi...

27.6 The ... ...t the decision and outcome of the final method of dispu... ...Clause 27 shall **[**not**]** be final and binding on both Parti...

28. **Law and Ju...**

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

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

SIGNED for and on   y:
<<Name and Title o   Licensor>>

_____

Authorised Signatur

Date: _____

SIGNED for and on   y:
<<Name and Title o   Licensee>>

_____

Authorised Signatur

Date: _____

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