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THIS AGREEMENT is made the

BETWEEN:

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

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WHEREAS:

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

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IT IS AGREED as follows:

1. Definitions and Interpretation

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

“Affiliate”

means, in relation to the Licensee, any business entity (including any subsidiary) at any time to time controls, is controlled by or is under common control with the Licensee. For the purposes of this definition, one business entity is under the “control” of another where it owns (directly or indirectly) more than <<insert percentage>> of the outstanding voting capital stock of the business entity or exercises more than <<insert percentage>> of the equity or ownership interest in the business entity that is not a subsidiary of the Licensee.

“Associated Services”

means, in relation to the Licensee, services including, but not limited to, consulting, training, development, software maintenance, technical support, disaster recovery services and other services provided to the Licensee or an Affiliate of the Licensee for the purposes of, or in connection with, the use of the Software as contemplated in this Agreement;

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“Authorised Agent”

“Authorised User”

“Business Day”

“Confidential Information”

“Data Protection Legislation”

“Date of Disposal”

“Delivery Date”

“Divested Entity”

“Escrow”

“Escrow Agent”

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agent, contractor, or sub-see that is employed or the Licensee to provide

user authorised to use the

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

either Party, information at Party by the other Party in connection with, this Agreement in writing or any other medium, information is expressly (or marked as such). This shall be limited to, information in the Software and the

legislation in force from time to time in the Kingdom applicable to data protection, including, but not limited to, the provisions of the General Data Protection Regulation (EU) 2016/679 (the “UK GDPR”) and the Data Protection Act 2018 (and any amendments made thereunder); [and] the Privacy and Electronic Communications Regulations 2003 (and any applicable guidance or amendments issued by the Information Commissioner’s Office or other applicable authority from time to time];

in which any Divested Entity is or ceases to be owned by the Licensee, as applicable;

the date for the Software, as

which, at any time during the term of this Agreement, is an Affiliate of the Licensee or ceases to be an Affiliate and ceases to be an Affiliate during which is, at any time during the [Term] of this Agreement, an Affiliate of the Licensee or ceases to be an Affiliate and ceases to be an Affiliate;

the Source Code and the Escrow Agent (and the retention period shall be the same);

and details of Escrow

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“Escrow A

means a software escrow agreement in the form attached to this Agreement as Schedule 4, into which the Parties and the Escrow Agent shall enter as set out in Clause 3;

“Escrow T

means an event that entitles the Licensee to require the Escrow Agent to release the Source Code and Materials from Escrow, subject to the terms of the Escrow Agreement;

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“Intellectu

means a claim that the Licensee’s use of the Software infringes the Intellectual Property Rights of a third party, as set out in Clause 11;

“Intellectu

means (a) any and all rights in any copyrights, patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, database rights, know-how, and rights in designs and inventions;

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(b) rights under licences, consents, orders, statutes, or otherwise in relation to a right in paragraph (a);

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

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(d) the right to sue for past infringements of any of the foregoing rights;

“Interim V

means an Update issued by the Licensor to rectify vulnerabilities or other faults in the Software or to add to, enhance, upgrade, or otherwise alter the Software;

“Licence”

means the licence granted by the Licensor to the Licensee and its Affiliates to use the Software, pursuant to sub-Clause 2.1;

“Licence F

means the fee payable in consideration of the Licence provided under this Agreement as set out in Clause 6;

[“Media”

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

“New Rele

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

["Preferen

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means preferential terms for the sale of one or more New Releases of the Software, as set out in Schedule 3;]

“Software”

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

“Source C

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means the source code of the Software and any and all related technical information, documentation, and other materials necessary to enable the modification and use the Software;

“Specifica

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

["Term”

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

“Testing P

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means the period within which the Licensee shall test the software, as set out in sub-Clause 8.1;

“Update”

“Update T

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“Warranty

means an Interim Version or New Release of the software, as set out in Clause 9;

means the period within which the Licensee shall test any Update, as set out in sub-Clause 8.3;

means to use the Software in object code form for the normal business purposes of the Licensee or an Affiliate (or, if applicable, a Divested Entity) and in the normal course of that business, and shall include any acts reasonably incidental to such use including the making of [<<insert number>>] OR [a reasonable number of] copies of the Software for backup, archival, or other operational security purposes in accordance with Clause 4 [and as many copies of the Software as are reasonably necessary to install it and enable the use of it as defined herein] and the making of alterations to the extent permitted by Clause 5. If an Escrow Trigger Event occurs, “use” shall also include the use of the Software in source code form;

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

means the period during which the warranties set out in sub-Clause 12.1 shall apply.

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- 1.2 Unless otherwise requires, each reference in this Agreement to:
 - a) Similar expression, includes a reference to any document referred to by electronic or facsimile transmission or otherwise;
 - b) The citation of a statute is a reference to that statute or to that statute as amended or re-enacted at the relevant time;
 - c) A reference to this Agreement and each of the Schedules shall be read as amended or supplemented at the relevant time;
 - d) A reference to a Schedule to this Agreement;
 - e) A reference to a Clause is a reference to a Clause of this Agreement (including any Schedules) or a paragraph of the relevant Schedule;
 - f) The words "Parties" refer to the parties to this Agreement.

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- 1.3 The headings to this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.
- 1.4 Words used in the singular number shall include the plural and vice versa.
- 1.5 Words used in the masculine gender shall include firms, companies, and corporations and vice versa.

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2. Grant of Licence

- 2.1 The Licensor grants to the Licensee and its Affiliates a limited, non-exclusive, non-transferable licence, **OR** [Licence for a Term of <<insert duration>> commencing on (and including) the date of this Agreement] to use the Software in accordance with the terms and conditions of this Licence, **OR** [and in the UK only]; and the Licensee shall:
 - a) Use the Software for business purposes only, [and in the UK only]; and
 - b) Maintain the Software only in the event that an emergency occurs.

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- 2.2 The use of the Software is restricted as follows:
 - a) The Software shall not be used by a maximum number of <<insert number>> Users simultaneously at any given time[.] **OR** [;<<insert number>> Users simultaneously at any given time.]
 - b) [The Software shall not be used in <<insert restrictions if required>>.]

- 2.3 Subject to Clause 9 (Software Updates), the Licence shall not be limited to the Software, any other software, documentation, or materials which do not form part of the Software as expressly specified in the Licence.

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- 2.4 The Licensor reserves the following limited rights to grant sub-licences to the Licensee:
 - a) To grant a sub-licence to a Divested Entity to use the Software for a maximum term of <<insert period>> beginning on the date of this Agreement;
 - b) To grant a sub-licence to an Authorised Agent to use the Software to the extent reasonably necessary for, and for the sole purpose of, providing Associated Services to the Licensee;

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as otherwise expressly set out in this Agreement,
at the prior written consent of the Licensor (such
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)

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ted to assign or novate its rights and obligations
entirety to any Affiliate or to any successor entity
substantially all) of the Licensee's assets and
requirement that said successor must first provide a
written consent from the Licensor that it shall henceforth comply with all
Agreement applicable to the Licensee. Upon
to the Licensor, all references to "the Licensee"
d as referring to that successor. The rights and
under this Agreement shall continue to apply after
ion.

3. **Escrow**

3.1 The
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see both undertake to enter into the Escrow
not later than <<insert period>> Business Days)]
s Agreement. Further, the Licensor shall ensure
emptly [(and not later than <<insert period>>
Parties' signature of this Agreement)] enters into

3.2 Both
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to comply with the terms and conditions of the

3.3 For t
w Agreement:

a) Materials shall constitute <<insert the defined
row Agreement to define the source code and
als that will be deposited with the Escrow

b) constitute <<insert the defined term used in the
define this Agreement under which the Licensor
to the Licensee>>; and

c) institute <<insert the defined term used in the
define the software (in its entirety) licensed to the
sor under this Agreement>>.

4. **Restrictions**

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to <<insert number>>] **OR** [a reasonable number
r backup, archival, or other operational security
be the property of the Licensor.] The Licensee

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(o, copyright) or any product identification or
are. Any and all such notices must be included in
the Software.

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to <<insert number>>] **OR** [a reasonable number
on as reasonably required to support the use of
with the terms and conditions of this Agreement.

5. Restrictions

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5.1 The
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ate, reverse-engineer, decompile, disassemble,
e works based on the Software (or any part

a)

prior written consent; or

b)

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

c)

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law. Section 50B (and 296A) of the Copyright
Act 1988 permit such activities only where they
obtain information necessary to create an
program which can be operated with the
her software program ("the permitted objective").
ed from such actions must not be used for any

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mitted by this Agreement.

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sub-Clause 5.1(c) will not be permitted if the

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available to them the information necessary to
objective;

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decompiling to such acts as are necessary to
objective;

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on obtained by the decompiling to any person to
ary to supply it in order to achieve the permitted

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n to create a software program which is
its expression to the Software or to do any other
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6. Licence Fee

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relevant event, e.g., "on signature of this

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ther charges payable under this Agreement are
AT and other sales tax, which shall be payable
and in the manner prescribed by law against
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6.4 Any of the Licensee under this Agreement in addition to the Licensee within <<insert period>> Business Days after the receipt of the Licensor's invoice therefor.

6.5 The Licensor shall have the right to charge interest on any overdue sums which are due to the Licensor on a daily basis at <<insert percentage>>% above the bank name>>, calculated from the due date for payment up to and including the actual date of payment, whether or not such interest is specifically mentioned in the invoice.

7. **Delivery [and Installation]**

7.1 On or before <<insert date>>, the Licensor shall deliver the Software to the Licensee by <<insert delivery method>>] to the Licensee for installation. The Software so delivered shall consist of one copy of the Software in machine-readable form only [, on the Media specified in the Software Specification].

7.2 [Risk of Loss. The Licensee shall bear the risk of loss of the Software to the Licensee at the end of the Testing Period unless the Licensee exercises their right to reject under sub-Clause 8.2 or the Licensee exercises their right to reject before that point, in which case risk shall pass to the Licensor. In the case of Updates delivered to the Licensee on the relevant Media shall pass at the end of the relevant Testing Period unless the Licensee exercises their right to reject under sub-Clause 8.2 or the Licensee exercises their right to reject before that point, in which case risk shall pass to the Licensee.]

8. **Testing and Acceptance**

8.1 The Licensee shall have a period of <<insert period>> Business Days, commencing on the date of installation of the Software to ensure that the Software meets the Specification and to its satisfaction in accordance with the Specification (the "Testing Period").

8.2 If, during the Testing Period, the Software fails to perform correctly and to the Licensee's satisfaction in accordance with the Specification, the Licensee may reject the Software. If the Licensee exercises this right to reject, the Licensor shall not be bound by this Agreement. Upon receipt of the Software by the Licensee under this Agreement. Upon receipt of the Software by the Licensee, this Agreement shall terminate.

8.3 In the event of an Update provided by the Licensor, the Licensee shall have a period of <<insert period>> Business Days, commencing on the date that the Update is installed, to ensure that the Update does not in any way impair the performance of the Software in accordance with the Specification (the "Update Testing Period").

8.4 If, during the Update Testing Period, the Software is found to be impaired as described in the Specification, the Licensee may reject the Update and the Licensee shall not be bound by this Agreement.

a) If, during the Update Testing Period, the Licensee rejects the Update, the Licensor shall either issue a New Release or shall withdraw that Interim Version entirely. If the Licensee exercises their right to reject, the Licensor shall, at the Licensee's request, correct any defects in the Interim Version that the New Release was intended to correct];

b) If, during the Update Testing Period, the Licensee rejects the New Release, the Licensee may reject the New Release and the Licensee shall not be bound by this Agreement. If the Licensee exercises their right to reject, the Licensor shall, at the Licensee's request, correct any defects in the New Release (incorporating any previously installed Updates).

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of such rejection, the Licensor shall issue a full refund of the license fees and any other sums paid by the Licensee in respect of that New

9. **Software Updates**

9.1 The Licensor shall, from time to time, issue Interim Versions of the Software, free of charge, to correct any errors, vulnerabilities or other faults in the Software or to add new features or otherwise alter the Software.

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

9.3 The Licensor shall ensure that no Interim Release shall adversely affect the performance of the Software and will not reduce, downgrade, or remove any existing features or functions.

9.4 The Licensor shall, from time to time, issue New Releases of the Software. A New Release shall be a new product instead of an update to an existing version. New Releases shall be distinct from Interim Versions.

9.5 [Subject to the License Terms set out in Schedule 3, the] **OR** [The] Licensor shall offer the Licensee of New Releases and shall offer to sell them to the Licensee at the same price and on the same terms on which they are available to other customers on the open market.

10. **Licensor's Intellectual Property Rights**

10.1 The Licensor shall retain all Intellectual Property Rights of whatever nature which are inherent in the Software and shall remain the property of the Licensor.

10.2 The Licensee shall immediately notify the Licensor immediately if the Licensee becomes aware of any infringement of the Software by any person.

11. **Intellectual Property Indemnity**

11.1 The Licensee shall, at its own expense any claim brought against the Licensor arising from the possession and/or use of Software (or any part thereof) which infringes the Licensee's rights under this Agreement infringes the Intellectual Property Rights of a third party ("Intellectual Property Claim") and shall indemnify and hold harmless the Licensee from and against all damages, expenses, costs (including legal fees), and damages awarded against the Licensee or agreed to in settlement of any Intellectual Property Claim provided that the Licensee:

a) notifies the Licensor with prompt written notice of the Intellectual Property Claim as much detail as is reasonably possible and

b) does not admit any liability and does not reach any agreement or compromise with respect to the Intellectual Property Claim without the prior written consent of the Licensor (such consent may be withheld);

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c) and its professional advisers with reasonable
s (at reasonable times and on reasonable notice)
Actual Property Claim including, but not limited to,
acts and documents and access to any and all
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
Licensee may incur, takes such actions as the
ably require in order to avoid, dispute, defend,
the Intellectual Property Claim.

11.2 Without prejudice to clause 11.1, if an Intellectual Property Claim is made
or if, in the Licensee's reasonable opinion, the Licensee's possession and/or
use of the Software (or part thereof) in accordance with its rights under
this Agreement becomes the subject of an Intellectual Property
Claim, the Licensee may, at its sole option and expense:

a) exercise the right to continue using the Software (or
part thereof) which are or may become the subject of the
Claim; or

b) [with the written consent of the Licensee,] modify the
parts thereof) which are or may become the
Intellectual Property Claim so they become non-

11.3 If the Licensee modifies the Software in accordance with sub-
Clause 11.2, the Licensee warrants that the replacement or modified
Software will comply with the Specification and all warranties
given under this Agreement, and that the Licensee's rights
under this Agreement will be unaffected. Where any warranty under this
Agreement applies for a particular date or time period, such date or period shall
be in force on the date on which the Software was replaced
or modified.

12. **Warranties**

12.1 The Licensee warrants and represents that:

a) the Licensee has entered into this Agreement and to grant the Licence to
comply with the terms of this Agreement;

b) the Software (or part thereof) for the period>> (the "Warranty Period") from the
date of delivery of the Software shall be free from defects and shall
comply in all respects with the Specification, providing that the Software
is used in accordance with the instructions set out therein, when used correctly;

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

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

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

12.2 If the Licensee is notified of a defect, fault, [Vulnerability,] virus[,] or other

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ny other failure of the Software to conform to the
warranties given by the Licensor under this
ty Period, it shall notify the Licensor of the same
ply possible and practicable after identification.

12.3 After
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as set out under sub-Clause 12.2, the Licensor
expense, repair or replace the Software (or
affected Media].

12.4 The V
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Clause 12 shall not apply to the extent that any
virus[,] or other malware in the Software or any
to conform to the Specification arises from or is

a)

ct use, operation, or corruption of the Software;

b)

ification or alteration of the Software by or on the
nsee that is not otherwise permitted under this

c)

on or in conjunction with any other software or
it is incompatible unless such compatibility is
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se 12.1 shall also apply to any Update that is
the Licensor [during the Term of this Agreement]
sub-Clause 12.5, references to the Delivery Date
ferences to the date on which the Update was
ormity with the Specification shall be interpreted
shall in any way reduce, downgrade, or otherwise
pre-existing features or functions (Updates are
ation and may be issued after the date of this

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law, the Licensor disclaims all other warranties
and the Media] including, but not limited to, any
quality, fitness for any particular purpose, or the
result.

13. **Liability**

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all limit or exclude either Party's liability for death
its negligence or that of its employees or agents,
representation, for the wilful misconduct or
party or that of its employees or agents, for any
by section 12 of the Sale of Goods Act 1979 or
Goods and Services Act 1982 (relating to title and
other form of liability which cannot be limited or

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nd to any other provision to the contrary in this
all be liable for any loss or damage suffered by
r Divested Entity (or any party claiming under or
er suffered directly or indirectly, or whether
arising in contract, tort (including negligence),
otherwise, which falls within any of the following

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

13.3 Nothing shall exclude claims for direct financial loss that are not excluded by the categories (a) to (i) of sub-Clause 13.2.

13.4 Subject to Clause 11 (Intellectual Property Claims and Indemnification and Export Control and Compliance with Laws), and Clause 13.3, the Licensee's liability in respect of which any liability arising shall be unlimited, whether in contract, tort (including negligence, statutory duty, or otherwise), shall be limited to the amount of the liability cap, e.g., "a sum equal to the amount of the Licensee's net worth."

13.5 Subject to Clause 14 (Export Control and Compliance with Laws and Confidentiality), in respect of which any liability arising shall be limited, whether in contract, tort (including negligence, statutory duty, or otherwise), shall be limited to the amount of the liability cap, e.g., "a sum equal to the amount of the Licensee's net worth."

14. Export Control and Compliance with Laws

The Parties shall comply with applicable laws and regulations governing the use, transfer, import, export, and distribution (or the prohibition thereof) of the Software. The Licensee shall not use the Software for any purpose prohibited by applicable law.

15. Confidentiality

15.1 Each Party shall keep confidential all Confidential Information except as provided by sub-Clause 15.2 or as otherwise authorized in writing by the other Party (such consent not to be unreasonably withheld) during the continuance of this Agreement and for a period of [for <] after its termination:

- a) Confidential Information;
- b) Confidential Information to any other party;
- c) Confidential Information for any purpose other than as provided in this Agreement;
- d) Confidential Information, of, record in any way, or part with possession of Confidential Information; and
- e) Confidential Information (including Confidential Information) none of its employees or agents does any act that Party, would be a breach of the provisions of

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- 15.2 Subject to Clause 15.1, either Party may disclose any Confidential Information to its employees, contractors, substitutes, or suppliers;
 - a) to its contractors, substitutes, or suppliers;
 - b) to maintain any equipment on which the Software is being used, provided that the use of such equipment is being in accordance with the terms of this Agreement;
 - c) to a governmental authority or regulatory body; or
 - d) to its directors, officers, employees, agents or those of any party described in Clause 15.2(c).

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- 15.3 Disclosure of Confidential Information pursuant to Clause 15.2 may be made only to the extent that is necessary and contemplated by this Agreement, or as required by law. The disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in Clause 15.2(c) or is an authorised employee or officer of the disclosing Party, the disclosing Party must obtain and submit to the other Party a written agreement from the recipient to keep the Confidential Information confidential solely for the purposes for which the disclosure is made.

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- 15.4 Neither Party shall disclose Confidential Information for any purpose, or disclose Confidential Information that Confidential Information is or becomes public knowledge to any third party, without the prior written consent of that Party.
- 15.5 Where Confidential Information is disclosed in accordance with Clause 15.4, the disclosing Party shall ensure that it does not disclose any part of that Confidential Information which is not public knowledge.

- 15.6 The provisions of Clause 15 shall continue in force in accordance with Clause 16.1 upon the termination of this Agreement for any reason.

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16. **Termination**

- 16.1 The Licensor may terminate this Agreement at any time by giving at least 30 days' prior written notice to the Licensor.

- 16.2 The Licensee may terminate this Agreement immediately by written notice to the Licensor if the Licensor commits a material or persistent breach of this Agreement and the Licensee remedies that breach (if the breach is capable of remedy) within 30 Business Days after the service of a written notice to the Licensor.

- 16.3 On termination of this Agreement:

- a) the Licensee shall cease all activities authorised by this Agreement;
- b) the Licensee shall install and erase the Software from any and all devices on which it is installed or stored including but not limited to, servers, laptops, tablets, mobile phones and other devices, whether or not such installation was in compliance with this Agreement, and return to the Licensor (at the Licensor's sole option) the Software [and any copies thereof] (including any copies thereof that are in the Licensee's possession or control). If the Licensor requires such assistance, the Licensee shall certify that it has done so within 30 Business Days of the date of the termination of this Agreement.

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16.4 Term... ent (howsoever occasioned) shall not affect any remedies, or liabilities of either Party existing on the date of termination or shall it affect the coming into force or the continuation of any provision in this Agreement which is expressly or impliedly intended to come into or continue in force on or after such termination. Not limited to, the right to claim damages in respect of any loss or damage which existed on or before the date of termination.

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16.5 In pa... n or expiry of this Agreement, Clauses 1, 13, 14, 15 and 16 shall continue in force.

17. **Data Protection**

The Parties shall comply with the provisions of the Data Protection Legislation and any regulations made thereunder as the same relates to the provisions and obligations of this Agreement.

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18. **Force Majeure**

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

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

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19. **No Agency**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or any other relationship between the Parties other than the contractual relationship provided for in this Agreement.

20. **Notices**

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

20.2 Notices shall have been duly given:

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

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In each Party shall be addressed to the most recent address, email address notified to the other Party.

21. Successors

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

21.2 The Licensee shall not assign, novate, charge, or deal in any other way with any or all of its rights or obligations under this Agreement at any time, and shall provide written notice of the same to the Licensee.

21.3 The Licensee shall not assign or novate its rights and obligations under this Agreement except as provided in Clauses 2.5 and 2.6.

21.4 Notwithstanding anything to the contrary in Clause 15 (Confidentiality), either Party may, in connection with the assignment or novation of all of its rights under this Agreement, disclose to the other Party information relating to this Agreement and the terms and conditions of the proposed assignment or novation to the extent reasonably necessary to facilitate the proposed assignment or novation. In such cases, the Party seeking to assign its rights or obligations shall provide written notice of the proposed assignee to the other Party.

21.5 Subject to the provisions of this Agreement, references to a Party include

a) the Party, its successors and permitted assignees, being, is entitled (by assignment, novation, or otherwise) to exercise the Party's rights under this Agreement (or any interest in those rights);

b) the Party, its liquidator, or otherwise, is entitled to exercise the Party's rights under this Agreement (or any interest in those rights);

and, in the event of a merger, acquisition, reorganisation, or other similar event, any interest in the Party's rights under this Agreement include any person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, acquisition, reorganisation involving that Party. For this purpose, references to a Party's rights under this Agreement include any person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, acquisition, reorganisation involving that Party.

22. Entire Agreement

22.1 This Agreement, together with all documents annexed hereto or otherwise referred to herein, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the authorised representatives of the Parties.

22.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any oral agreement, understanding, or other provision except as expressly stated herein.

23. Counterparts

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

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24. **No Waiver**

No failure or shall be deemed of any provision breach of the

exercising any of its rights under this Agreement at right, and no waiver by either Party of a breach shall be deemed to be a waiver of any subsequent provision.

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25. **Severance**

The Parties Agreement in provision(s) remainder of

that one or more of the provisions of this Agreement are invalid, or otherwise unenforceable, the affected provision(s) shall be severed from the remainder of this Agreement. The remainder shall remain valid and enforceable.

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26. **Time of the**

Time shall be period mentioned period by agreement

of this Agreement with respect to any time, date, or period mentioned or subsequently substituted as a time, date, or period by agreement between the Parties.

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27. **Third Parties**

27.1 The Parties shall be deemed to have accepted and agreed to be bound by the law as if they were a party to this Agreement, subject to this sub-Clause 27.1, the remainder of this Agreement shall be subject to the Rights of Third Parties Act 1999.

The Parties may enforce the terms of this Agreement to the extent that they are enforceable under the law as if they were a party to this Agreement, subject to this sub-Clause 27.1, the remainder of this Agreement shall be subject to the Rights of Third Parties Act 1999.

27.2 Subject to this Agreement, no right or remedy shall be available to a third party under the Rights of Third Parties Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party available apart from that Act.

Where a person who is not a party to this Agreement has a claim under the Rights of Third Parties Act 1999 to enforce any term of this Agreement, this does not affect any right or remedy of a third party available apart from that Act.

27.3 The Parties to terminate, rescind, or agree to any variation of this Agreement shall not be subject to the Rights of Third Parties Act 1999 if they are not a party to this Agreement.

The Parties to terminate, rescind, or agree to any variation of this Agreement shall not be subject to the Rights of Third Parties Act 1999 if they are not a party to this Agreement.

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28. **[Dispute Resolution]**

28.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement between their appointed representatives who shall attempt to resolve such disputes.

The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement between their appointed representatives who shall attempt to resolve such disputes.

28.2 If negotiations within the period mentioned in Resolution shall be attempted in good faith through an agreed Alternative Dispute Resolution procedure.

If negotiations within the period mentioned in sub-Clause 28.1 do not resolve the matter within <<insert period>> days of an invitation to negotiate, the Parties shall attempt to resolve the matter in good faith through an agreed Alternative Dispute Resolution procedure.

28.3 If the dispute is not resolved within the period mentioned in sub-Clause 28.2 does not resolve the matter within the period mentioned in the initiation of that procedure, or if either Party refuses to participate in the ADR procedure, the dispute may be referred to arbitration.

If the dispute is not resolved within the period mentioned in sub-Clause 28.2 does not resolve the matter within the period mentioned in the initiation of that procedure, or if either Party refuses to participate in the ADR procedure, the dispute may be referred to arbitration.

28.4 The seat of arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and rules for arbitration shall be those chosen by the Parties. In the event that the Parties are unable to agree on the seat of arbitration, the seat shall be England and Wales.

The seat of arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and rules for arbitration shall be those chosen by the Parties. In the event that the Parties are unable to agree on the seat of arbitration, the seat shall be England and Wales.

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28.5 Not
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Clause 28 shall [not] be final and binding on both

29. **Law and Ju**

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England and Wales.

29.2 [Subj
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Clause 28, any] **OR** [Any] dispute, controversy,
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and obligations arising therefrom or associated
jurisdiction of the courts of England and Wales.

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EDULE 1

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Escrow Agreement
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SCHEDULE 4

