

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Licensor>> [a number <<Company Regis
 <insert Address>> ("the L
- (2) <<Name of Licensee>> [a number <<Company Regis <<insert Address>> ("the L

WHEREAS:

- (1) The Licensor is [the develo [<<insert name of software
- (2) The Licensor wishes to gra to install and use the Softw the terms and conditions of

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Affiliate"

"Associated Services"

<Country of Registration>> under e registered office is at] **OR** [of]

<Country of Registration>> under
e registered office is at] OR [of]

eneficial owner and supplier of the III associated documentation).

s Affiliates a non-exclusive licence locumentation) in accordance with

therwise requires, the following

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 or indirectly) more than <<insert of the outstanding voting ital stock of the business entity or le equity or ownership interest in business entity that is not a

including, but not limited to, nt examples, e.g., IT support, opment, software maintenance, ation, 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"

"Authorised User"

"Business Day"

"Confidential Information"

"Data Protection Legislation"

"Date of Disposal"

"Delivery Date"

"Divested Entity"

"Escrow"

"Escrow Agent"



igent, contractor, or subsee that is employed or the Licensee to provide

ser authorised to use the

han Saturday or Sunday) s are open for their full in <<insert location>>;

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

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

hich any Divested Entity or ceases to be owned by te, as applicable;

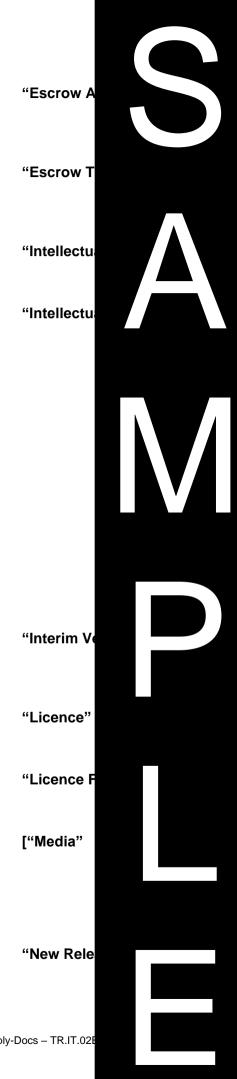
te for the Software, as

ch, at any time during the Agreement, is an Affiliate ses to be an Affiliate and king which is, at any time Ferm] of this Agreement, or an Affiliate and ceases see or an Affiliate;

the Source Code and v Agent (and the retention he same);

and details of Escrow

s and Sub-Licensing)



eans a software escrow agreement in the form tached to this Agreement as Schedule 4, into hich the Parties and the Escrow Agent shall ter as set out in Clause 3:

eans an event that entitles the Licensee to quire the Escrow Agent to release the Source ode and Materials from Escrow, subject to the rms of the Escrow Agreement;

eans a claim that the Licensee's use of the oftware infringes the Intellectual Property Rights a third party, as set out in Clause 11;

eans (a) any and all rights in any copyrights, atents, trade marks, service marks, registered signs, applications (and rights to apply for any those rights) trade, business and company ames, internet domain names and e-mail dresses, 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;

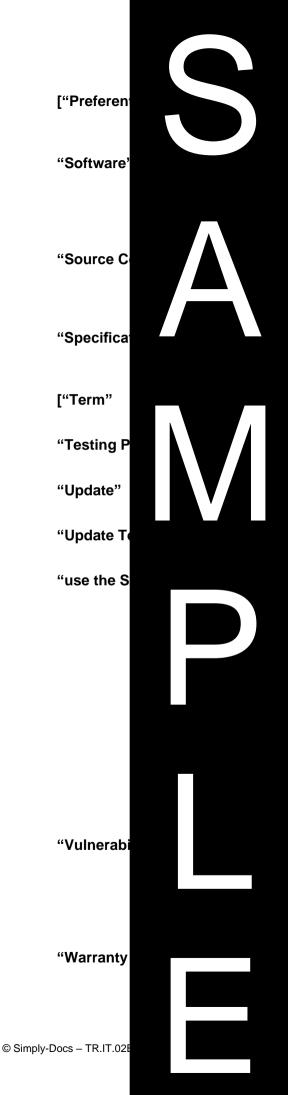
eans an Update issued by the Licensor to rectify Inerabilities or other faults in the Software or to d to, enhance, upgrade, or otherwise alter the oftware:

eans the licence granted by the Licensor to the censee and its Affiliates to use the Software, Irsuant to sub-Clause 2.1;

eans the fee payable in consideration of the cence provided under this Agreement as set out Clause 6:

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

eans an Update issued by the Licensor which nstitutes a new version of the software;



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

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

eans the source code of the Software and any d all related technical information, ocumentation, and other materials necessary to hable the modification and use the Software;

eans the specification of the Software, escribing the facilities and functions thereof, as at out in Schedule 2;

eans the duration of the Licence as set out in ub-Clause 2.1;]

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

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

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

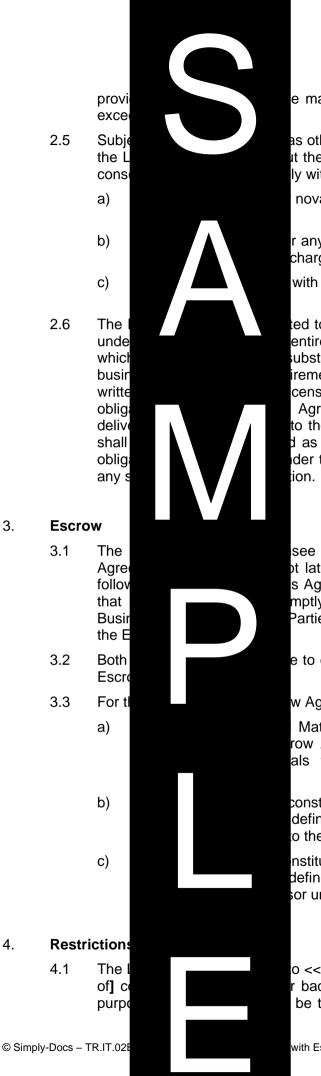
eans to use the Software in object code form for e normal business purposes of the Licensee or h Affiliate (or, if applicable, a Divested Entity) and the normal course of that business, and shall clude any acts reasonably incidental to such use cluding the making of [<<insert number>>] OR reasonable number of] copies of the Software r backup, archival, or other operational security urposes in accordance with Clause 4 [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 5. If an Escrow igger Event occurs, "use" shall also include the se of the Software in source code form;

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 ploited or triggered by a threat source and that ould result in a failure of confidentiality, integrity, availability; and

eans the period during which the warranties set it in sub-Clause 12.1 shall apply.

5

				_
	1.2	Unle	requires, each reference in this Agreement to:	
		a)	milar expression, includes a reference to any ed by electronic or facsimile transmission or	
		b)	on 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)	h is a reference to a Clause of this Agreement lules) or a paragraph of the relevant Schedule;	
		f)	s" refer to the parties to this Agreement.	
	1.3	The I no ef	reement are for convenience only and shall have on of this Agreement.	ł
	1.4	Worc	humber shall include the plural and vice versa.	
	1.5	Worc versa	ude firms, companies, and corporations and vice	ł
2.	Grant of Lic			
	2.1	The I non-t durat Agree	censee and its Affiliates a limited, non-exclusive, Licence,] OR [Licence for a Term of < <insert mencing on (and including) the date of this</insert 	t
		a)	ss purposes only, [and in the UK only]; and	i
		b)	maintain the Software only in the event that an occurs.	I
	2.2	The u	tricted as follows:	
		a)	e used by a maximum number of < <insert Users simultaneously at any given time[.] OR [;]</insert 	
		b)	strictions if required>>.]	
	2.3	Subje not b belor speci	Clause 9 (Software Updates), the Licence shall any other software, documentation, or materials does not form part of the Software as expressly	;
	2.4	The use t	following limited rights to grant sub-licences to	J
		a)	nt a sub-licence to a Divested Entity to use the um term of < <insert period="">> beginning on the</insert>	
		b)	nt a sub-licence to an Authorised Agent to use stent reasonably necessary for, and for the sole Associated Services to the Licensee;	
© Simply-Docs – TR.IT.028			with Escrow Provisions (Affiliates and Sub-Licensing) 6	;



e maximum number of Authorised Users is not

as otherwise expressly set out in this Agreement, it the prior written consent of the Licensor (such ly withheld):

novate any part of its rights or obligations under

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

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

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 irement that said successor must first provide a censor 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 der this Agreement shall continue to apply after ion.

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

e to comply with the terms and conditions of the

w Agreement:

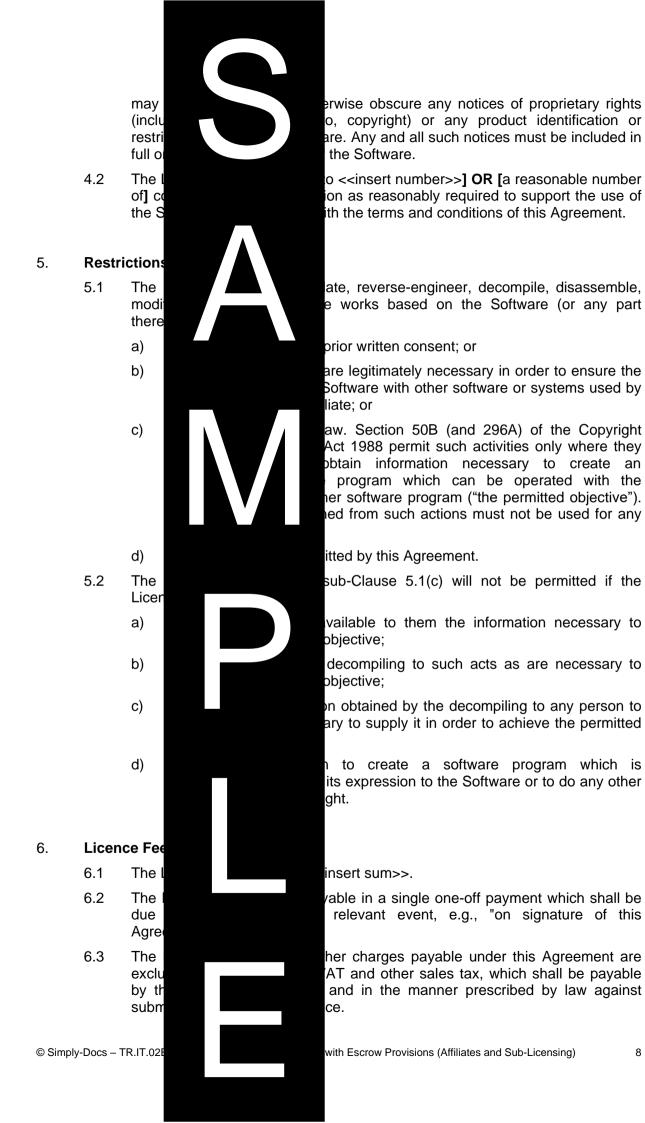
Materials shall constitute <<insert the defined row Agreement to define the source code and als that will be deposited with the Escrow

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

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

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

with Escrow Provisions (Affiliates and Sub-Licensing)



- 6.4 Any Licer recei
- 6.5 The which the t paym whet
- 7. Delivery [ar
 - 7.1 On t Softwinstal copy the M
 - 7.2 [Risk unles other not p physi Upda unde in wh



- 8. Testing and
 - 8.1 The comr Softw Spec
 - 8.2 If, du Licer rejec shall of su
 - 8.3 In the perio Upda the Spec
 - 8.4 If, du desc follov

b)

- a)

Licensee under this Agreement in addition to the thin <<insert period>> Business Days after the Licensor's invoice therefor.

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

<insert date>>, the Licensor shall deliver the <insert delivery method>>] to the Licensee for The Software so delivered shall consist of one e Software in machine-readable form only [, on

to the Licensee at the end of the Testing Period es their right to reject under sub-Clause 8.2 or cence before that point, in which case risk shall ne case of Updates delivered to the Licensee on evant Media shall pass at the end of the relevant ss the Licensee exercises their right to reject rwise discontinues the Licence before that point, ss to the Licensee.]

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

the Software fails to perform correctly and to the ordance with the Specification, the Licensee may ensee exercises this right to reject, the Licensor he Licensee under this Agreement. Upon receipt , this Agreement shall terminate.

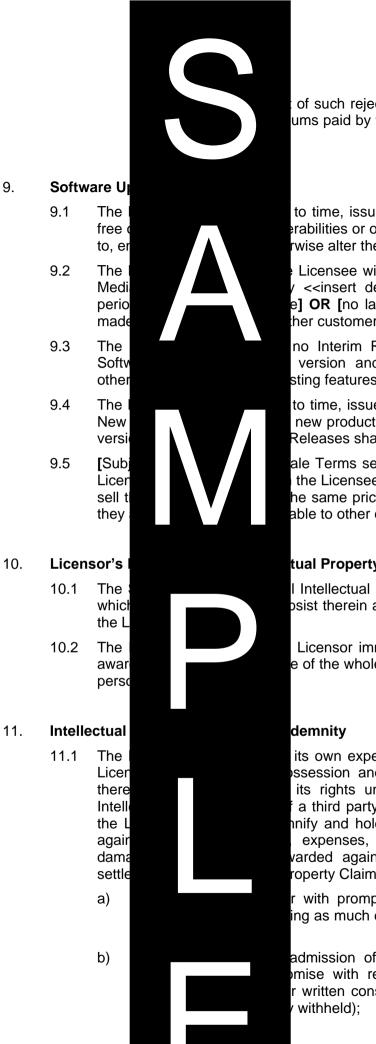
vided by the Licensor, the Licensee shall have a usiness Days, commencing on the date that the sure that the Update does not in any way impair ality of the Software in accordance with the e Testing Period").

Period, the Software is found to be impaired as the Licensee may reject the Update and the

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

w Release, the Licensee may reject the New the version of the Software as it was prior to the Release (incorporating any previously installed

© Simply-Docs – TR.IT.02E



of such rejection, the Licensor shall issue a full ums paid by the Licensee in respect of that New

to time, issue Interim Versions of the Software, rabilities or other faults in the Software or to add rwise alter the Software.

Licensee with all Interim Versions [on physical / <<insert delivery method>>] [within <<insert</pre> el OR Ino later than such Interim Versions are her customers].

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

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

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

tual Property Rights

I Intellectual Property Rights of whatever nature sist therein are and shall remain the property of

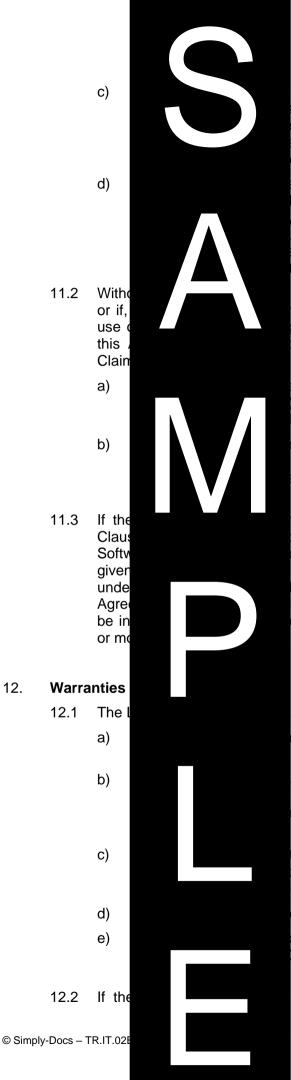
Licensor immediately if the Licensee becomes e of the whole or any part of the Software by any

its own expense any claim brought against the ssession and/or use of Software (or any part its rights under this Agreement infringes the a third party ("Intellectual Property Claim") and nify and hold harmless the Licensee from and expenses, costs (including legal fees), and varded against the Licensee or agreed to in roperty Claim provided that the Licensee:

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

admission of liability and does not reach any mise with respect to the Intellectual Property r written consent of the Licensor (such consent

© Simply-Docs – TR.IT.02



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

any and all reasonable requests of the Licensor Licensor providing satisfactory security to the 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.

se 11.1, if an Intellectual Property Claim is made hable opinion, the Licensee's possession and/or part thereof) in accordance with its rights under become the subject of an Intellectual Property at its sole option and expense:

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

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

modifies the Software in accordance with subor warrants that the replacement or modified omply with the Specification and all warranties this Agreement, and that the Licensee's rights be unaffected. Where any warranty under this lar date or time period, such date or period shall on the date on which the Software was replaced in.

and represents that:

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

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

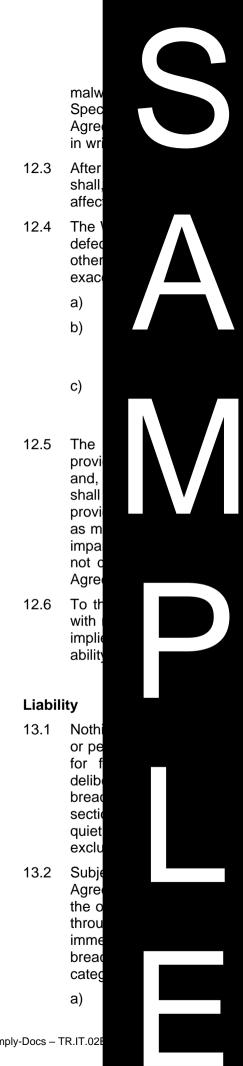
tation included with the Software shall provide to enable the Licensee to make proper use of the es and functions thereof; [and]

e from defects; and]

nable precautions to ensure that] the Software **PR** [is] free from [Vulnerabilities,] viruses[,] and

y defect, fault, [Vulnerability,] virus[,] or other

with Escrow Provisions (Affiliates and Sub-Licensing)



hy 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 bly possible and practicable after identification.

e as set out under sub-Clause 12.2, the Licensor expense, repair or replace the Software (or affected Medial.

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

t use, operation, or corruption of the Software;

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

e on or in conjunction with any other software or it is incompatible unless such compatibility is cation.

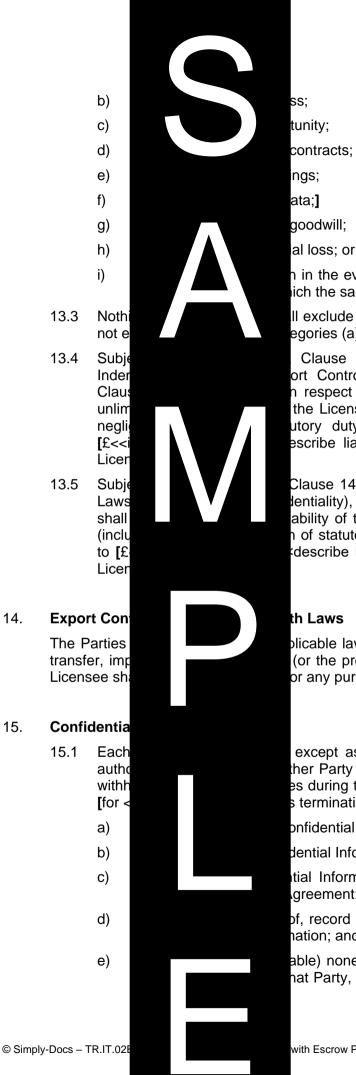
e 12.1 shall also apply to any Update that is he Licensor [during the Term of this Agreement] ub-Clause 12.5, references to the Delivery Date ences to the date on which the Update was prmity with the Specification shall be interpreted hall in any way reduce, downgrade, or otherwise pre-existing features or functions (Updates are ation and may be issued after the date of this

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

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

nd to any other provision to the contrary in this Il 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), therwise, which falls within any of the following

13.



h in the event that the relevant Party was aware ich the same could arise. Il exclude claims for direct financial loss that are egories (a) to (i) of sub-Clause 13.2. Clause 11 (Intellectual Property Claims and ort Control and Compliance with Laws), and n respect of which any liability arising shall be the Licensor whether in contract, tort (including utory duty, or otherwise, shall be limited to escribe liability cap, e.g., "a sum equal to the

Clause 14 (Export Control and Compliance with entiality), in respect of which any liability arising ability of the Licensee, whether in contract, tort h of statutory duty, or otherwise, shall be limited describe liability cap, e.g., "a sum equal to the

th Laws

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

except as provided by sub-Clause 15.2 or as ther Party (such consent not to be unreasonably es during the continuance of this Agreement and s termination:

onfidential Information:

dential Information to any other party;

tial Information for any purpose other than as greement;

of, record in any way, or part with possession of hation: and

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

15.2 Subje Infor a) b) c) d) 15.3 Discl nece law. Confi desc such writte confi made 15.4 Eithe it to a know 15.5 Whe disclo Confi 15.6 The their 16. Termination 16.1 The <<ins 16.2 The the L Aare reme notic 16.3 On te a) b)

, either Party may disclose any Confidential

ntractors, substitutes, or suppliers;

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

ther authority or regulatory body: or

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

15.2 may be made only to the extent that is intemplated by this Agreement, or as required by ing Party must first inform the recipient that the confidential. Unless the recipient is a body 2(c) or is an authorised employee or officer of arty must obtain and submit to the other Party a recipient to keep the Confidential Information ly for the purposes for which the disclosure is

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

fidential Information under sub-Clause 15.4, the e that it does not disclose any part of that is not public knowledge.

e 15 shall continue in force in accordance with e termination of this Agreement for any reason.

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

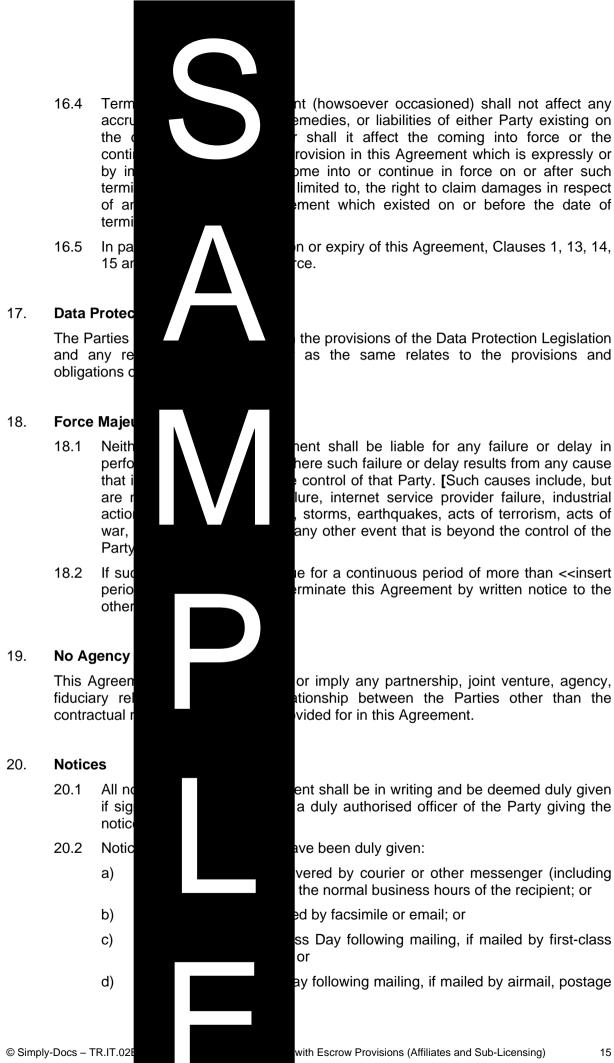
this Agreement immediately by written notice to commits a material or persistent breach of this edv that breach (if the breach is capable of d>> Business Days after the service of a written

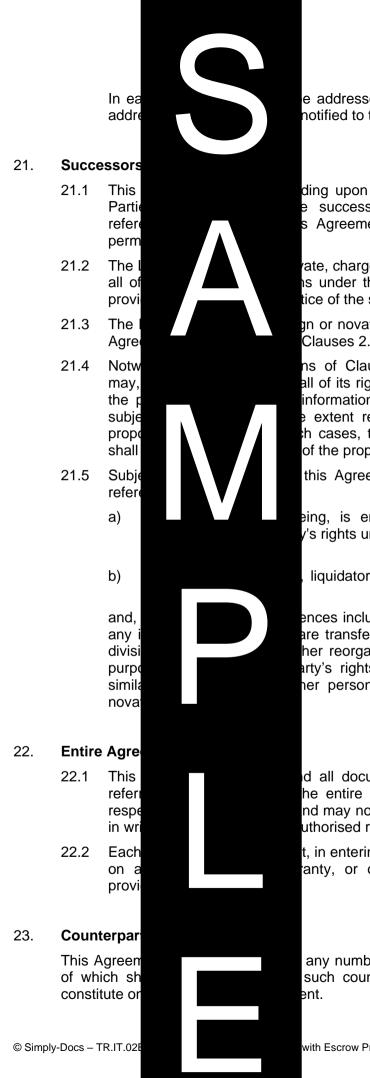
ent[.]

ase all activities authorised by this Agreement;

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 bliance with this Agreement, and return to the t the Licensor's sole option) the Software [and (including any copies thereof that are in the n or control). If the Licensor requires such see shall certify that it has done so within e date of the termination of this Agreement.

© Simply-Docs – TR.IT.02





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

ding upon and shall inure to the benefit of the e successors and permitted assignees, and s Agreement shall include its successors and

ate, charge, or deal in any other way with any or is under this Agreement at any time, and shall tice of the same to the Licensee.

n or novate its rights and obligations under this Clauses 2.5 and 2.6.

ns of Clause 15 (Confidentiality), either Party all of its rights under this Agreement, disclose to information relating to this Agreement and the e extent reasonably necessary to facilitate the ch cases, the Party seeking to assign its rights of the proposed assignee to the other Party.

this Agreement, references to a Party include

eing, is entitled (by assignment, novation, or /'s rights under this Agreement (or any interest in

liquidator, or otherwise, is entitled to exercise

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

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

t, in entering into this Agreement, it does not rely anty, or other provision except as expressly

any number of counterparts or duplicates, each such counterparts or duplicates shall together ent.

24. No Waiver

No failure or shall be dee of any provis breach of the

25. Severance

The Parties Agreement i provision(s) remainder of

26. Time of the

Time shall the period ment period by ag

27. Third Partie

- 27.1 The I fulles subje Agree
- 27.2 Subje no riç term party
- 27.3 The varia the c
- 28. [Dispute Re
 - 28.1 The I Agree shall
 - 28.2 If neg perio to re Reso
 - 28.3 If the within refus arbitr
 - 28.4 The s The arbitr

© Simply-Docs - TR.IT.028



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

nt that one or more of the provisions of this nvalid, or otherwise unenforceable, the affected ed from the remainder of this Agreement. The valid and enforceable.

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

e may enforce the terms of this Agreement to the law as if they were a party to this Agreement, with this sub-Clause 27.1, the remainder of this (Rights of Third Parties) Act 1999.

person who is not a party to this Agreement has Rights of Third Parties) Act 1999 to enforce any his does not affect any right or remedy of a third ble apart from that Act.

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

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

ise 28.1 do not resolve the matter within <<insert n invitation to negotiate, the Parties shall attempt pd faith through an agreed Alternative Dispute

sub-Clause 28.2 does not resolve the matter ne initiation of that procedure, or if either Party ADR procedure, the dispute may be referred to

ler sub-Clause 28.3 shall be England and Wales. erned by the Arbitration Act 1996 and rules for n the Parties. In the event that the Parties are

with Escrow Provisions (Affiliates and Sub-Licensing)

unab may, Depu the a that r

- 28.5 Nothi interi
- 28.6 The l dispu Partie
- 29. Law and Ju
 - 29.1 This there acco
 - 29.2 [Subj proce any i there



rator(s) or the rules for arbitration, either Party ce to the other Party, apply to the President or being of the Chartered Institute of Arbitrators for tor or arbitrators and for any decision on rules

I prohibit either Party from applying to a court for

the decision and outcome of the final method of Clause 28 shall [not] be final and binding on both

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

Clause 28, any] **OR** [Any] dispute, controversy, the Parties relating to this Agreement (including and obligations arising therefrom or associated urisdiction of the courts of England and Wales.

SIGNED for and on		<i>r</i> .
< <name and="" o<="" th="" title=""><th></th><th>.icensor>></th></name>		.icensor>>
Authorised Signatur		
Date:		
SIGNED for and on < <name and="" o<="" td="" title=""><td>A</td><td>y: .icensee>></td></name>	A	y: .icensee>>
Authorised Signatur		
Date:		
© Simply-Docs – TR.IT.028		with Escrow Provisions (Affiliates a

and Sub-Licensing)

The Software <<Insert details>>

[The Media <<Insert details>>]



The Specification <<Insert details>>

EDULE 2

EDULE 3

New Release Prefe <<Insert details>>]



© Simply-Docs – TR.IT.02

EDULE 4

Escrow Agreemen <<Insert agreement



© Simply-Docs – TR.IT.02