LETTER HEAD OF THE COMPANY/FIRM

This Software License Agreement is made on [AGREEMENT DATE] herein referred as “Effective Date” between [LICENSOR NAME], a company incorporated in [Country] having its place of business at [LICENSOR ADDRESS] ("[PARTY A]") and [LICENSEE NAME], a company incorporated in [Country] having its principal place of business at [LICENSEE ADDRESS] ("[PARTY B]").

 Now it is decided, by and among the parties, as follows:-

Definations

1. In this Agreement [, except where otherwise expressly stated]:

"**Agreement**" means this Agreement, including any Schedules and from time to time any changes to this Agreement;

"**Business Day**" means any weekday other than a bank or public holiday in [Country]

"**Business Hours**" means the hours of [Working Hours] on a Business Day;

"**Charges**" means the [such amounts as may be agreed by the parties in writing from time to time];

"**Documentation**" means [the documentation for the Software produced by the Licensor and delivered or made available by the Licensor to the Licensee];

"**Effective Date**" means [the date of signature of this Agreement];

**“License Grant”** ,means [the grant of license to the licensee.]

"**Intellectual Property Rights**" means [All intellectual property rights, whether licensed or unregistered, registered or unregistered, including any demand or right to assert those rights (and those ' intellectual property rights ' include copyrights and associated rights, database rights, confidential information, trade secrets, know-how, business names, trade marks, service marks, copyrights, passing off rights, unfair competition rights, patents, petty patents, utility models, topographical semi-conductor rights, and design rights) ];

"**Minimum Term**" means[, in respect of this Agreement, the period of [date]months beginning on the Effective Date];

"**Schedule**" means any schedule attached to this Agreement as its main body;

"**Software**" means the software identified in Part 1 of Schedule 1 (Software Licence Particulars)[ in [object code format]];

"**Software Defect**" means a defect, error or bug in the Software having [an adverse effect] OR [a material adverse effect] on [the appearance, operation, functionality or performance of the Software][, but excluding any faults, errors or bugs resulting from or arising from:

(a) [any act or omission of the Licensee or any person authorised by the Licensee to use the Software];

(b) [any use of the Software contrary to the Documentation by the Licensee or any person authorised by the Licensee to use the Software];

(c) [a failure of the Licensee to perform or observe any of its obligations in this Agreement]; and/or

(d) [an incompatibility of the Software with any other device, network, application, program, hardware or software not defined in the Software Specification];]

"**Software Specification**" means [the specification for the][, as this may differ from time to time by the written agreement of the parties.]; and

"**Term**" means [term of this Agreement, beginning with the Clause 2.1 and ending with the Clause 2.2]

 2. **Term**

 2.1 This Agreement shall enter into force on the effective date.

 2.2 This Licence shall be for a term of [DAYS] years.

 3. **Supply of Software**

 3.1. The Licensor shall make the Software available for download by the Licensee during the whole of the duration of [DAYS] [Business Days following the Effective Date ], and shall provide to the Licensee such assistance in relation to the installation of the Software as the Licensee may reasonably request.

 4. **Indemnities**

 4.1. The Licensee shall indemnify and hold the Licensor, its employees and suppliers harmless from and against any cost, losses, liabilities and expenses (including legal costs) arising directly or indirectly from any claimed infringement or violation by the Licensee of any intellectual property right.

 5. **Confidentiality**

 5.1. Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other (including Licensor proprietary information and technical data) that it shall have obtained or received as a result of the discussions leading up to or the entering into of this Licence agreement save that which is already in its possession other than as a result of a breach of this clause or in the public domain other than as a result of a breach of this clause.

 6. **Licence**

 6.1. The Licensor hereby grants to the Licensee from [the date of supply of the Software to the Licensee][ until [the end of the Term]] a [worldwide, non-exclusive] licence to:

(a) [install[[ a single instance] of] the Software];

(b) [use[[ a single instance] of] the Software[ in accordance with the Documentation]];

(c) [create, store and maintain up to [5] back-up copies of the Software]; and

(d) [[fix, patch, improve, integrate, update and upgrade the Software, and create new versions of the Software]],

*[additional list items]*

 subject to the limitations and prohibitions set out and referred to in this Clause 5.

 6.2. The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 6.1[ without the prior written consent of the Licensor]

 7. **Charges**

 7.1. The Licensee shall pay the Charges to the Licensor in accordance with this Agreement.

 7.2 All amount set out in or in accordance with this Agreement shall be specified [ including any relevant value added taxes ] OR [ excluding any applicable value added taxes to be applied to those amounts and payable by the Licensee to the Licensor ], unless the purpose requires otherwise.

 7.3 The Licensor may elect to vary [any element of the Charges] by giving to the Licensee not less than [DAYS] written notice of the variation[ expiring on [any anniversary of the date of execution of this Agreement][, providing that no such variation shall constitute a percentage increase in [the relevant element of the Charges] that exceeds[ NUMBER]% over] the percentage increase, since the date of the most recent variation of [the relevant element of the Charges][ under this Clause 7.3] (or, if no such variation has occurred, since the date of execution of this Agreement)

 8. **Payments**

 8.1. The Licensor shall issue invoices for the Charges to the Licensee [from time to time during the Term]

 8.2. The Licensee shall pay the fees to the Licensor within [ days ] of [ issuing an invoice pursuant to this Clause 7 ] OR [ receiving an invoice issued pursuant to this Clause 8 ].

 8.3. The Licensee must pay the Charges by [debit card, credit card, direct debit, bank transfer or cheque] (using such payment details as are notified by the Licensor to the Licensee from time to time).

 9. **Licence Grant**

 9.1. Subject to the terms and conditions of this Licence agreement, the Licensor, in consideration of the payment by the Licensee of the Licence Fee, in accordance with this Licence hereby grants to the Licensee a non-exclusive, non-commercial, non-transferable and non-assignable licence to use the Training Material only for internal purposes of the Licensee.

 10. **Warranties**

 10.1 The Licensor warrants to the Licensee that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

 10.2 The Licensor warrants to the Licensee that:

 (a) [The Software as given shall comply with the Software Specification in all [ material ] respects.];

 (b) [the Software will be supplied free from Software Defects[ and will remain free from Software Defects[ for a period of at least 12 months following the supply of the Software];

 (c) [the Software will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs]; and

 (d) [The software shall have security features that represent the requirements of good industry practice.].

*[additional list items]*

 10.3 The Licensor warrants to the Licensee that the Software[, when used by the Licensee in accordance with this Agreement,] will not breach [any laws, statutes or regulations applicable under English law].

 10.4 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person [in any jurisdiction and under any applicable law].

 10.5 If [the Licensor reasonably determines, or any third party alleges, that the use of the Software by the Licensee in accordance with this Agreement infringes any person's Intellectual Property Rights], the Licensor may[ acting reasonably] at its own cost and expense:

 (a) modify the Software in such a way that it no longer infringes the applicable Intellectual Property Rights [, given that [ any such change shall not introduce any Software Defects in the Software and shall not result in the Software not complying with the Software Specification; or

 (b) procure for the Licensee the right to use the Software in accordance with this Agreement.

 10.6 The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

 10.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

 11. **Limitations and exclusions of liability**

 11.1 Nothing in this Agreement will:

 (a) limit or exclude any liability for negligent death or personal injury;

 (b) restrict or exclude any responsibility for fraud or wrong-doing;

 (c) limit any liability in any manner not permitted by applicable law; or

 (d) exclude any liabilities which are not excluded under applicable law.

 11.2 The limitations and exclusions of liability laid out in this Clause 11 and elsewhere in this Agreement:

 (a) are subject to Clause 11.1; and

 (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising from contract, tort (including negligence) and infringement of statutory duty, except as expressly provided in this Agreement otherwise.

 11.3 [Neither party shall be liable to the other party] OR [The Licensor shall not be liable to the Licensee] OR [The Licensee shall not be liable to the Licensor] for any loss of profits or anticipitary savings.

 11.4 [Neither party shall be liable to the other party] OR [The Licensor shall not be liable to the Licensee] OR [The Licensee shall not be liable to the Licensor] for any loss of revenue or profits.

 11.5 [Neither party shall be liable to the other party] OR [The Licensor shall not be liable to the Licensee] OR [The Licensee shall not be liable to the Licensor] for any loss of use or production thereof.

 11.6 [Neither party shall be liable to the other party] OR [The Licensor shall not be liable to the Licensee] OR [The Licensee shall not be liable to the Licensor] with respect to any loss of enterprise, contract or opportunity.

 11.7 [Neither party shall be liable to the other party] OR [The Licensor shall not be liable to the Licensee] OR [The Licensee shall not be liable to the Licensor] for any failure or misuse of the records, database or software.

 11.8 [Neither party shall be liable to the other party] OR [The Licensor shall not be liable to the Licensee] OR [The Licensee shall not be liable to the Licensor] for any loss or damage, special, indirect or consequential.

12. **Acknowledgements and warranty limitations**

 12.1 The Licensee acknowledges that complex software is never entirely free of defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor does not give any warranty or representation that the Software is completely free of defects, errors and bugs.

 12.2 The Licensee acknowledges that complex software is never completely free from security vulnerabilities; and subject to the other provison of this agreement, the Licensor does not offer any guarantee or representation that the Software will be fully secure.

 13. **Termination**

 13.1. The Licensor may terminate this Agreement by giving to the Licensee [not less than 30 days'] written notice of termination[, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]].

 13.2. The Licensee may terminate this Agreement by giving to the Licensor [not less than 30 days'] written notice of termination[, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]].

 13.3. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

 (a) the other party commits any [breach] OR [material breach] of this Agreement[, and the breach is not remediable];

 (b) [the other party commits a [breach] OR [material breach] of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of [30 days] following the giving of a written notice to the other party requiring the breach to be remedied]; or

 (c) [ The other party repeatedly infringes this Agreement (regardless of whether such infringements constitute a substantive violation collectively) ].

 13.4 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

 (a) the other party:

 (i) is dissolved;

 (ii) stops conducting all (or substantially all) of its activities;

 (iii) is or will not be able to pay its debts as they become due;

 (iv) is or will become insolvent or will be considered insolvent;or

 (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

 (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

 (c) an order shall be made to wind up the other party or the other party shall pass a resolution to wind up the other party[(other than for the purpose of a solvent company reorganization where the resulting entity assumes all the other party's obligations under this Agreement) ];

 (d) [if that other party is an individual:

 (i) that other party dies;

 (ii) that other party is incapable of managing its own affairs because of sickness or incapacity;or

 (iii) that other party is the subject of a petition or an order for insolvency..]

 13.4 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if:

 (a) any amount payable by the Licensee to the Licensor under this Agreement shall be unpaid by the due date and shall remain unpaid on the date on which that written termination notice is given; and

 (b) the Licensor has given to the Licensee at least [30 days'] written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 13.5.

 14. **Effects of termination**

 14.1. Upon the termination of this agreement , all provisions of this Agreement shall cease to have effect, except that the following provisions of this Agreement shall survive and continue to have effect (in compliance with their express terms or otherwise indefinitely);

 14.2 Except as otherwise expressly provided for in this Agreement, the termination of this Agreement shall not affect the accrued rights of either party.

 14.3 The licenses of the Software in this Agreement shall terminate upon termination of this Agreement for the avoidance of doubt; and accordingly, upon termination of this Agreement the Licensee shall immediately cease to use the Software.

 15. **Notices**

 15.1 Any notice under this Agreement from one party to the other party must be given by one of the following methods (using the relevant contact details set out in Clause 15.2):

 (a) [delivered personally or sent by courier], in which case the notice shall be deemed to be received [upon delivery]; or

 (b) [Sent by [ recorded signed-for post ], in which case the notice is considered to have been issued [ 2 Business Days after posting ],

*[additional list items]*

 Providing that, if the deemed time of receipt is not within Business Hours, the deemed time of receipt shall be when Business Hours commences next after the time specified.

 15.2 The parties' contact details for notices under this Clause 14 are as follows:

 (a) in the case of notices sent by the Licensee to the Licensor, *[contact details]*; and

 (b) in the case of notices sent by the Licensor to the Licensee, *[contact details]*.

 15.3 The addressee and contact details set out in Clause 14.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 14.

 16. **Miscellaneous**

 **Waiver:** The waiver by either party of a breach or default of any of the provisions of this Licence by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions and will any delay or omission on the part of either party or avail itself of the other party or may have hereunder operate of the other party.

**Notices:** any notice, request or other communication to be served under this licence agreement may be delivered or sent by first class prepaid recorded delivery post (or if the recipient is in a different country by airmail post) or by e-mail or fax transmission to the other party to be served at its address appearing in this licence agreement or in the event that another address is notified in writing to the other party in accordance with and making specific reference to this clause then to that other address.

**Invalidity and Severability:** if any provision of this licence shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Licence and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

**Variation:** The Licensor shall be entitled from time to time to modify the conditions and provisions of this Licence at any time in its sole discretion by notifying the Licensee. If any notification is unacceptable to the Licensee, its only recourse is to terminate the Licence in accordance with its terms. The Licensee’s continued Use of the Licensed Products will constitute its agreement with and acceptance of such modification.

**Law:** This licence shall be governed by and construed in accordance with [NAME OF THE LAW ] law. All disputes arising hereunder shall be submitted exclusively for arbitration (according to the rules of the arbitration centre) to be conducted by a sole arbitrator appointed by the [COUNTRY OF ARBITRATION].

 17. **Interpretation**

 17.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

 (a) That statute or provision as amended, consolidated and/or re-enacted from time to time;

 (b) any specific laws or regulatory provisions made under that Statute.

 18.2 The Clause headings do not affect the interpretation of this Agreement.

 18.3 References in this Agreement to "calendar months" are to [the 12 named periods (January, February and so on) into which a year is divided].

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

**For the Licensor For the Licensee**

**[SIGNATURE ]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [\_SIGNATURE]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name Name**

**CEO Title**

ANNEXURES

[LIST TO BE ATTACHED ]