**SOFTWARE LICENCE AGREEMENT**

**THIS AGREEMENT** is made the

**BETWEEN:**

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

(2)     <<Name of Licensee>> **[a** <Country of Registration>> under number <<Company Regi    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 gr    on-exclusive licence to install and use the Software (and all    on) in accordance with the terms and conditions of this Agre

**IT IS AGREED** as follows:

1.      **Definitions and Interpreta**

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

    **"Business Day"**    (other than Saturday or Sunday)    ary banks are open for their full    business in <<insert location>>;

    **"Confidential Informatio**    tion to either Party, information    d to that Party by the other Party    n connection with, this Agreement    or in writing or any other medium,    not the information is expressly    fidential or marked as such). This    ut not be limited to, information    tained in 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**]**;

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

**"Escrow"** ... the Source Code and ...w Agent (and the retention ...he same);

**"Escrow Agent"** ... and details of Escrow

**"Escrow Agreement"** ...w agreement in the form ...ent as Schedule 5, into ... the Escrow Agent shall ...e 3;

**"Escrow Trigger Event"** ...entitles the Licensee to ...nt to release the Source ...m Escrow, subject to the ...eement;

**"Equipment"** ...r equipment **[**(including ...appropriate)**]** as may be ...e from time to time and is ...edule 3;

**"Intellectual Property Claim"** ...e Licensee's use of the ...tellectual Property Rights ...t in Clause 11;

**"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;

**["Location...** ...eans <<insert description of location e.g., ...ddress>>, the location where the Equipment is ...cated, and the Software is to be used;**]**

**"Licence"** ...eans the licence granted by the Licensor to the ...censee to use the Software, pursuant to sub-...lause 2.1;

**"Licence F...** ...eans the fee payable in consideration of the ...cence provided under this Agreement as set out ... Clause 6;

**["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 ...censee 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 4;**]**

**"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;

**"Source C**[ode"] [m]eans the source code of the Software and any [a]nd all related technical information, [d]ocumentation, and other materials necessary to [e]nable the Licensee to modify and use the [S]oftware;

**"Specifica**[tion"] [m]eans the specification of the Software, [d]escribing the facilities and functions thereof, as [s]et out in Schedule 2;

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

**"Testing P**[eriod"] [m]eans the period within which the Licensee shall [te]st the software, as set out in sub-Clause 8.1;

**"Update"** [m]eans an Interim Version or New Release of the [S]oftware, as set out in Clause 9;

**"Update T**[est"] [m]eans the period within which the Licensee shall [te]st any Update, as set out in sub-Clause 8.3;

**"use the S**[oftware"] [m]eans to use the Software in object code form for [th]e normal business purposes of the Licensee and [in] the normal course of that business, and shall [in]clude any acts reasonably incidental to such use [in]cluding the making of **[**<<insert number>>**] OR** [a reasonable number of**]** copies of the Software [fo]r backup, archival, or other operational security [p]urposes in accordance with Clause 4 **[**and as [m]any copies of the Software as are reasonably [n]ecessary to install it and enable the use of it as [d]efined herein**]** and the making of alterations to [th]e extent permitted by Clause 5. If an Escrow [Tr]igger Event occurs, "use" shall also include the [u]se of the Software in source code form;

**"Vulnerabi**[lity"] [m]eans an error, flaw, or mistake in the Software [th]at permits or causes an unintended behaviour to [o]ccur, or a weakness in the Software that could be [e]xploited or triggered by a threat source and that [c]ould result in a failure of confidentiality, integrity, [or] availability; and

**"Warranty**[ Period"] [m]eans the period during which the warranties set [o]ut in sub-Clause 12.1 shall apply.

1.2    Unle[ss the context] requires, each reference in this Agreement to:

a)    [a si]milar expression, includes a reference to any [provid]ed by electronic or facsimile transmission or

b)    [a provisi]on of a statute is a reference to that statute or [as amended] or re-enacted at the relevant time;

c)    [a] reference to this Agreement and each of the [amende]d or supplemented at the relevant time;

d) ... ule to this Agreement;

e) ... 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 ... eement are for convenience only and shall have no ef... on 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 L... ensee a limited, non-exclusive, non-transferable, **[**perp... icence for a Term of <<insert duration of Licen... and including) the date of this Agreement to;

a) ... ccordance with the terms and conditions of this ... ss purposes only, **[[**and in the UK only**] OR [**and ... on the Equipment; and

b) ... maintain the Software only in the event that an ... occurs.

2.2 The u... stricted to use on the Equipment save that:

a) ... ot be used with the Equipment because the ... ble for any reason, then the Licence shall be ... without additional charge to install and use the ... ble substitute equipment under the direct control ... such failure has been remedied. The Licensee ... the Licensor when such temporary use begins

b) ... the prior written consent of the Licensor (such ... asonably withheld), install and use the Software ... nt equipment (to be specified by type and serial ... the Software on the Equipment is permanently ... such consent being given, the replacement ... within the definition of "the Equipment" for the ... ment.

2.3 Subje... Clause 9 (Software Updates), the Licence shall not b... any other software, documentation, or materials belon... does not form part of the Software as expressly speci...

2.4 The l... the right to grant sub-licences to any other party to us...

2.5 Subje... he Licensee shall not, without the prior written cons... consent not to be unreasonably 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 L... ...ted to assign or novate its rights and obligations
unde... ...entirety to any successor entity which succeeds
to all... ...e Licensee's assets and business, subject to the
requi... ...or must first provide a written undertaking to the
Licen... ...rth comply with all obligations contained in this
Agree... ...Licensee. Upon delivery of such undertaking to
the L... ..."the Licensee" shall henceforth be construed as
referr... ...he rights and obligations of the Licensor under
this A... ...to apply after any such assignment or novation.

3. **Escrow**

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

3.2 Both ... ...e to comply with the terms and conditions of the
Escro...

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
...o the Licensee>>; and

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

4. **Restriction...**

4.1 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.

4.2 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.

5. **Restrictions**

5.1 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

   c) ...aw. 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 ...er software program ("the permitted objective"). ...ned from such actions must not be used for any

   d) ...itted by this Agreement.

5.2 The ... sub-Clause 5.1(c) will not be permitted if the Licen...

   a) ...vailable to them the information necessary to ...objective;

   b) ...decompiling to such acts as are necessary to ...objective;

   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.

6. **Licence Fee**

6.1 The L... ...insert sum>>.

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

6.3 The ... ...her charges payable under this Agreement are exclu... ...AT and other sales tax, which shall be payable by th... and in the manner prescribed by law against subm... ...ce.

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

6.5 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, whet... ...ent.

7. **Delivery [ar**

    7.1 On t                   &lt;insert date&gt;&gt;, the Licensor shall deliver the Softw         &lt;insert delivery method&gt;&gt;**]** to the Licensee for insta           the Equipment **[**at the Location**]**. The Software so de         one copy of the object code of the Software in mach         on the Media**]**.

    7.2 **[**Risk         to the Licensee at the end of the Testing Period unles         es their right to reject under sub-Clause 8.2 or other         cence before that point, in which case risk shall not p         e 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.**]**

8. **Testing and**

    8.1 The         period of &lt;&lt;insert period&gt;&gt; Business Days, comm         on of the Software on the Equipment to ensure that t         orrectly and to its satisfaction in accordance with the S         Period").

    8.2 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.

    8.3 In th         provided by the Licensor to the Licensee, the Licen         eriod of &lt;&lt;insert period&gt;&gt; Business Days, comm         at the Update is installed, to ensure that the Upda         y impair the performance or functionality of the Softw         h the Specification (each an "Update Testing Perio         

    8.4 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 the Equipment that the Interim Version was

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

9. **Software U[...]**

9.1 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.

9.2 The [...] e 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 [...] ther customers**]**.

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

9.4 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.

9.5 **[**Subj[...] ale Terms set out in Schedule 4, 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.

10. **Licensor's [...] tual Property Rights**

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

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

11. **Intellectual [...] demnity**

11.1 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 [...] mise with respect to the Intellectual Property [...] r written consent of the Licensor (such consent [...] y withheld);

c) [...] and its professional advisers with reasonable [...] s (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

d)     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.

11.2   With        se 11.1, 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)        written consent of the Licensee,**]** modify the

       parts thereof) which are or may become the

       ectual Property Claim so they become non-

11.3   If the        odifies the Software in accordance with sub-Claus        r 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 mo        in.

12.   **Warranties**

12.1   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

       s set out therein, when used correctly on the

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)        nable precautions to ensure that**]** the Software

       **OR [**is**]** free from **[**Vulnerabilities,**]** viruses**[**,**]** and

12.2   If the        y defect, fault, **[**Vulnerability,**]** virus**[**,**]** or other malw        ny other failure of the Software to conform to the Spec        warranties given by the Licensor under this Agre        ty Period, it shall notify the Licensor of the same in wri        ly possible and practicable after identification.

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

12.4 The _____ Clause 12 shall not apply to the extent that any defec_____ irus**[,]** or other malware in the Software or any other _____ to conform to the Specification arises from or is exac_____

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

12.5 The _____ se 12.1 shall also apply to any Update that is provi_____ he Licensor **[**during the Term of this Agreement**]** and, _____ sub-Clause 12.5, references to the Delivery Date shall _____ rences to the date on which the Update was provi_____ ormity with the Specification shall be interpreted as m_____ hall in any way reduce, downgrade, or otherwise impa_____ pre-existing features or functions (Updates are not _____ ation and may be issued after the date of this Agre_____

12.6 To th_____ law, the Licensor disclaims all other warranties with _____ **[**and the Media**]** including, but not limited to, any implie_____ quality, fitness for any particular purpose, or the ability _____ esult.

13. **Liability**

13.1 Nothi_____ all limit or exclude either Party's liability for death or pe_____ ts negligence or that of its employees or agents, for f_____ srepresentation, for the wilful misconduct or delibe_____ arty or that of its employees or agents, for any breac_____ by section 12 of the Sale of Goods Act 1979 or sectio_____ oods and Services Act 1982 (relating to title and quiet _____ her form of liability which cannot be limited or exclu_____

13.2 Subje_____ nd to any other provision to the contrary in this Agree_____ all be liable for any loss or damage suffered by the _____ directly or indirectly, or whether immediate or conse_____ ntract, tort (including negligence), breach of statu_____ hich falls within any of the following categories:

    a)

    b) _____ ss;

    c) _____ tunity;

    d) _____ contracts;

    e) _____ ngs;

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

g) ...goodwill;

h) ...ial loss; or

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

13.3 Nothi... ...ll exclude claims for direct financial loss that are not e... ...egories (a) to (i) of sub-Clause 13.2.

13.4 Subje... ...Clause 11 (Intellectual Property Claims and Inder... ...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 negli... ...utory duty, or otherwise, shall be limited to **[£<<i...** ...escribe liability cap, e.g., "a sum equal to the Licen...

13.5 Subje... ...Clause 14 (Export Control and Compliance with Laws... ...dentiality), 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...

14. **Export Con...** **...th Laws**

The Parties ... ...plicable 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.

15. **Confidentia...**

15.1 Each ... ...except as provided by sub-Clause 15.2 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 ...hat Party, would be a breach of the provisions of

15.2 Subje... ...either Party may disclose any Confidential Inforr...

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

b) ... maintain the 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).

15.3 Discl... 15.2 may be made only to the extent that is nece... ntemplated 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...

15.4 Eithe... fidential Information for any purpose, or disclose it to ... at Confidential Information is or becomes public know... that Party.

15.5 Wher... fidential Information under sub-Clause 15.4, the disclo... re that it does not disclose any part of that Confi... is not public knowledge.

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

16. **Terminatio...**

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

16.2 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...

16.3 On te... ent:

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

b) ... uninstall and erase the Software from the ... any other computers, storage, or other devices ... or stored, whether or not in compliance with this ... n to the Licensor or destroy (at the Licensor's ... re **[**and any and all Media**]** (including any copies ... Licensee's possession or control). If the Licensor ... ion, the Licensee shall certify that it has done so ... d>> of the date of the termination of this ...

16.4 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 contin... rovision in this Agreement which is expressly or

by in... ...ome into or continue in force on or after such
termi... ...limited to, the right to claim damages in respect
of an... ...ement which existed on or before the date of
termi...

16.5 In pa... ...n or expiry of this Agreement, Clauses 1, 13, 14,
15 an... ...rce.

17. **Data Protec...**

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

18. **Force Maje...**

18.1 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 n... ...lure, internet service provider failure, industrial
action... ...storms, earthquakes, acts of terrorism, acts of
war, ... ...any other event that is beyond the control of the
Party...

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

19. **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.

20. **Notices**

20.1 All no... ...ent shall be in writing and be deemed duly given
if sig... ...a duly authorised officer of the Party giving the
notice...

20.2 Notic... ...ve 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.

21. **Successors** ...

21.1 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...

21.2 The L... ...ate, 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.

21.3 The ... gn or novate its rights and obligations under this Agree... Clauses 2.5 and 2.6.

21.4 Notw... ...ns of Clause 15 (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.

21.5 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...

22. **Entire Agre...**

22.1 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.

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

23. **Counterpar...**

This Agreem... any number of counterparts or duplicates, each of which sh... such counterparts or duplicates shall together constitute or... ...ent.

24. **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.

25. **Severance**

The Parties...                    ...t 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.

26. **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.

27. **Third Partie...**

A person w...                  ...s Agreement has no right under the Contracts (Rights of T...            ...o enforce any term of this Agreement, but this does not aff...            ...of a third party which exists or is available apart from that Ac...

28. **[Dispute Re...**

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

28.2 If neg...           ...use 28.1 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...

28.3 If the...           ...sub-Clause 28.2 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...

28.4 The s...           ...der sub-Clause 28.3 shall be England and Wales. The...          ...erned by the Arbitration Act 1996 and rules for arbitr...          ...n 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 r...

28.5 Nothi...           ...l prohibit either Party from applying to a court for interi...

28.6 The P...           ...t the decision and outcome of the final method of dispu...          ...Clause 28 shall **[not]** be final and binding on both Partie...

29. **Law and Ju**

29.1 This ___y non-contractual matters and obligations arising there____ ____ ____ewith) shall be governed by, and construed in acco____ ____ ____England and Wales.

29.2 **[**Subj____ ____ ____Clause 28, any] OR [**Any]** dispute, controversy, proce____ ____ ____n the Parties relating to this Agreement (including any ____ ____ ____and obligations arising therefrom or associated there____ ____ ____jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Licensor>>
<<Name and Title of the Licensor>>

_____

Authorised Signature

Date: _____

SIGNED for and on behalf of the Licensee>>
<<Name and Title of the Licensee>>

_____

Authorised Signature

Date: _____

**SCHEDULE 1**

**The Software**
<<Insert details>>

**[The Media**
<<Insert details>>**]**

**The Specification**

<<Insert details>>

**The Equipment**

<<Insert details>>

**New Release Preference [**
<<Insert details>>**]**

**Escrow Agreement**

<<Insert agreement