

## Precedent Software License<sup>1</sup>

**DATE:** [date]<sup>2</sup>

**PARTIES:**<sup>3</sup>

- (1) [**COMPANY NAME**], a company incorporated in [jurisdiction] (registration number [number]) having its registered office at [address] (the "**Licensor**"); and
- (2) [**COMPANY NAME**], a company incorporated in [jurisdiction] (registration number [number]) having its registered office at [address] (the "**Licensee**").

### BACKGROUND:

- (A) *[Insert explanation of the background to this Agreement.]*
- (B) *[For example, "The Licensor owns the copyright in certain software, and the parties have agreed that the Licensor will license that software to the Licensee on the terms of this Agreement".]*

### AGREEMENT:

#### 1. Definitions and interpretation

##### 1.1 In this Agreement:

"**Agreement**" means this software license (including the Schedules) and any amendments to it from time to time;

"**Business Day**" means any week day, other than a bank or public holiday in [jurisdiction];

"**Business Hours**" means between [09:00] and [17:30] [[time zone] time] on a Business Day;

"**Charges**" means the amounts payable by the Licensee to the Licensor under or in relation to this Agreement (as set out in Schedule [2]);

---

<sup>1</sup>This standard Software License Agreement template can be used in connection with the business-to-business licensing of software.

The template includes optional provisions relating to different licensing models. The software license may be limited to particular users, particular premises, a particular number of concurrent users, a particular number of installations, or a particular computer system.

This template includes an optional reference to an end user license agreement (but does not include the end user license agreement itself). This template does not include any provisions concerning the licensing of source code or the placing of source code into escrow (these matters are covered in the premium version of this template).

<sup>2</sup>The date should be the date of signature; if the parties sign on different dates, it should be the date of the last signature.

<sup>3</sup>Where a party to the contract is a sole trader or partnership rather than a company, the following party descriptions may be used:

sole trader: "[**INDIVIDUAL NAME**] trading as [business name], which has its principal place of business at [address] (the "[**Licensor/Licensee**])"

partnership: "[**PARTNERSHIP NAME**], a partnership established under [applicable] law having its principal place of business at [address] (the "[**Licensor/Licensee**])"

**"Effective Date"** means the date of execution of this Agreement;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including [failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections,] power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Schedule"** means a schedule attached to this Agreement;

**"Software"** means the computer software identified in Schedule [1] in executable format only[, including where the context permits any authorised derivatives of that computer software]; and

**"Term"** means the term of this Agreement.

1.2 In this Agreement, a reference to a [statute or statutory provision or regulation] includes a reference to that [statute or statutory provision or regulation] as modified, consolidated and/or re-enacted from time to time.

1.3 The Clause<sup>4</sup> headings do not affect the interpretation of this Agreement.

## **2. Term**

This Agreement will come into force on the Effective Date and will continue in force [until [date or event], upon which it will terminate automatically / indefinitely], unless terminated [earlier] in accordance with Clause [8].

## **3. Delivery of Software**

3.1 The Licensor will deliver [two copies of] the Software to the Licensee [on optical disk] within [10] Business Days following the Effective Date.

...

This is a sample document, showing the first few sections of a premium precedent available from:

<http://www.contractology.com>

---

<sup>4</sup>In different jurisdictions there are different ways of referring to discrete contractual provisions. Alternatives to "Clause" include "Section" and "Article".