SOFTWARE DEMONSTRATION LICENCE

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This Demonstration Licence Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [PROGRAMMER NAME]** (the "Programmer"), a company organised and existing under the laws of the [Province] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Developer/Developer"), a company organised and existing under the laws of the [Province] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**1. GRANT OF LICENCE**

1.1. Programmer hereby grants to Developer a personal, non-exclusive and non-transferable right to use a demonstration version of the software set forth in Appendix A (hereinafter "Licensed Software") on the single CPU set forth in Appendix A for a limited period of time until the date specified in Appendix A. Developer hereby agrees that the licenced Software shall not be removed from the location specified in Appendix A except to return the licenced Software to Programmer upon termination of this Licence.

1.2. Developer shall use the licenced Software only for its own business purposes and not for providing consulting, timesharing or programming services or products to Other Persons. "Other Persons" are individuals, firms, or Companys outside the Developer, its divisions and its majority-owned subsidiaries.

1.3. The licenced Software includes Programmer know-how, certain object code computer programmes and associated documentation, manuals and other printed or visually-perceptible materials describing the use or design of the licenced computer programs. Programmer know-how includes the valuable, confidential and proprietary information developed by Programmer from time to time relating to the contents, working, installation and implementation of the licenced Software. The licenced Software incorporates automatic shutdown features which make it inoperable after the termination date.

**2. CONFIDENTIALITY AND PROPRIETARY RIGHTS**

2.1. Developer acknowledges that the licenced Software contains valuable trade secrets of Programmer. Developer shall not sell, assign, lease, licence, disclose, give or otherwise transfer said licenced Software or any copy thereof to any Other Person. Developer shall not disclose the licenced Software to any consultant retained by Developer except upon the prior written consent of Programmer. Developer shall treat all licenced Software to which it has access with at least the same degree of confidentiality as Developer keeps its own confidential information. Developer shall safeguard any and all copies of the licenced Software against unauthorised disclosure, shall not tamper with, bypass or alter its security features or attempt to do so, and shall take all reasonable steps to ensure that the provisions of this licence are not violated by any person under Developer's control or in Developer's service. Developer also agrees that it shall neither cause nor permit any person under its control or in its service in any way to disassemble or attempt to disassemble the licenced Software object code.

2.2. All copyright, patent, trade secret, confidential information and other intellectual and proprietary rights in the licenced Software are and shall remain the valuable property of Programmer. All obligations of confidentiality shall survive the termination of this licence for a period of [NUMBER] years.

These obligations of non-disclosure shall not apply to information that has been or from time to time is:

2.2.1. Developed by one party independently of the other party as evidenced by writing; or

2.2.2. Rightly obtained without restriction, from a third party who has the right to transfer or disclose it, or

2.2.3. Publicly available other than through the fault or negligence of the receiving party.

**3. REPRODUCTION AND COPYRIGHTS**

The licenced Software is entitled to protection under the Copyright laws of [COUNTRY]. A developer may not copy or otherwise reproduce any part of the licenced Software without the prior written consent of Programmer. Developer agrees that it shall not allow any Other Person to copy any portion of the licenced Software for any purpose whatsoever. Developer shall not remove any copyright or other proprietary notices from the licenced Software. The existence of a copyright notice shall not cause, or be construed as causing, the licenced Software to be in the public domain or to be other than an unpublished work with all rights reserved under the Copyright law.

**4. WARRANTIES**

4.1. Programmer represents and warrants to Developer that Programmer is authorised to grant this licence and, to the best of Programmer's knowledge, the licenced Software does not infringe upon any copyright or other proprietary right of others.

4.2. Programmer will defend, at its expense, any action brought against Developer to the extent that it is based on a claim that the licenced Software, used by Developer within the scope of this Licence, infringes any [COUNTRY] copyright or other proprietary rights, provided that Developer (i) notifies Programmer promptly in writing of any claim, and (ii) gives Programmer complete authority and information required for the licence and settlement of such claim. Programmer shall pay all costs and damages awarded against Developer as a result of such claim, but Programmer shall not be responsible for any cost, expense or compromise incurred by or made by Developer without the prior written consent of Programmer.

**5. DISCLAIMER AND LIMITATION OF LIABILITY**

The use of the licenced Software under this Demonstration licence is provided "AS IS". EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES, PROGRAMMER NEITHER MAKES NOR GRANTS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. PROGRAMMER EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. DEVELOPER AGREES THAT PROGRAMMER WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OR USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER, CAUSED.

**6. TERMINATION**

6.1. This licence shall terminate on the earlier of (a) the date specified in Appendix A or (b) immediately, if any provision, covenant or obligation of this licence is breached as a result of any act or failure to act of Developer. This licence shall also terminate immediately if (c) Developer ceases conducting business in the ordinary course, or (d) an assignment is made by Developer's business for the benefit of creditors, or (e) a receiver, trustee in bankruptcy or like official is appointed to take all or part of said Developer's property.

6.2. Developer acknowledges that its rights under this licence are personal and not assignable. Upon termination, Developer shall immediately: (i) discontinue all use of the licenced Software; (ii) deliver to Programmer all licenced Software then in Developer's possession or control, together with all copies thereof; (iii) erase or destroy any of the licenced Software contained in the computer memory or data storage apparatus under the control of Developer;(iv) remove the licenced Software from any software in Developer's possession or control that incorporates or uses the licenced Software in whole or in part; and (v) warrant in writing to Programmer within five (5) days after termination that all actions (i) - (iv) have been taken by Developer.

**7. GENERAL TERMS**

7.1. This Licence, including Appendix A, states the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to this agreement. No amendment or modification of this licence shall be made, except by an instrument in writing signed by Programmer and Developer. If Developer issues a purchase order or other document purporting to relate to this licence or any of the licenced Software, either as an original contract or as an amendment to this Licence, such document issued by Developer shall be considered to be for Developer's internal use only, and the provisions contained therein shall not amend this licence except as may be expressly agreed to by Programmer in writing.

7.2. This licence shall be governed and interpreted in accordance with the laws of the [Province] of [COUNTRY].

7.3. If any provision of this licence shall be held to be unenforceable, such holding shall not affect the enforceability of any other provisions hereof.

7.4. Waiver of any breach of this licence by either party shall not be considered a waiver of any other subsequent breach.

7.5. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives hard copies and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified above or such other address as may be specified in a written notice delivered in accordance with this section.

7.6. Developer acknowledges that the licenced Software is a unique, confidential and valuable asset of Programmer, and that Programmer shall have the right to seek all equitable and legal redress which may be available to it for the breach or threatened breach of this licence or other agreement between Developer and Programmer. Programmer shall have the absolute right to limit, terminate, revoke or cancel Developer's right to use the licenced Software upon the breach of any term of this Licence. Developer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Programmer in exercising any of its rights or remedies under this clause.

7.7. No party shall be responsible for delays or failures in performance resulting from acts beyond control of such party. Such acts shall include, but not be limited to, acts of God, strikes, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, earthquakes, or other disasters.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

## PROGRAMMER DEVELOPER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

# APPENDIX A

# LICENSED SOFTWARE

To be installed on CPU with serial #:

Located at:

Termination date of Demonstration Licence: