**LICENSE AGREEMENT**

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This licence Agreement – Non-Exclusive and Non Transferable Royalties (the "Agreement") is effective [DATE],

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

 [YOUR COMPLETE ADDRESS]

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

 [COMPLETE ADDRESS]

1. **DEFINITIONS**

In this Agreement, except where the context or subject matter is inconsistent therewith, the following terms shall have the following meanings:

"Intellectual Property Rights" includes patents, trademarks, service marks, registered designs, integrated circuits topography, including applications for any of the foregoing, as well as copyright, design right, know-how, confidential information, trade secrets and any other similar rights in any country.

"Modification" shall mean any modification, changes, corrections or additions to the Software or to the Source Code;

"Software" means that version of the application programmes interfaces;

"Source Code" means the source code version of the Software in machine-readable form on machine-readable storage medium and which, when compiled, will produce the object code version of the Software.

1. **GRANT OF LICENSE**
	1. [YOUR COMPANY NAME] hereby grants to The Developer, which accepts, a perpetual, personal, non-exclusive and nontransferable licence to:

2.1.1 such Modifications to the Source Code that are necessary in order to allow the Software to interface existing systems (the "Source Implementation");

2.1.2 recompile the Source Implementation in object code form (the "Object Implementation");

 2.1.3 bundle the Object Implementation with the object code of the existing system (the "Bundle Software");

 2.1.4 distribute copies of the Bundle Software (by way of sale, rental, sub-license or otherwise), either directly or through The Developer’s sub-distributors, sub-Developers or agents.

 and for no other purposes;

* 1. The Developer agrees to use the Source Code only for the purposes expressly contemplated in paragraph 3.1.
1. **TRADEMARKS**
	1. Subject to paragraphs 3.2 and 3.3, The Developer shall apply [YOUR COMPANY NAME]’s [SPECIFY TRADEMARK] (the "Trademarks") on Bundle Software packages and written material related to the Bundle Software.
	2. The use of the Trademarks shall be subject to such reasonable restrictions and standards as [YOUR COMPANY NAME] may from time to time adopt.
	3. Prior to any proposed use of a Trademark, The Developer shall give [YOUR COMPANY NAME] written notice of exactly how The Developer proposes to use the Trademark, including drawings of all advertising copy. Such written notice shall be delivered to [YOUR COMPANY NAME] at least [NUMBER] days before public distribution, and The Developer shall make whatever changes [YOUR COMPANY NAME] requires in the use of the Trademark before making any public distribution.
	4. The Trademark shall not be combined with any other trademark, name, appellation, or marking unless [YOUR COMPANY NAME] specifically consents in writing to such combination.
	5. The Developer shall not use the Trademarks in any way after the termination of this Agreement.
2. **CONFIDENTIALITY**
	1. The Developer shall not disclose or give access to the Source Code to any third parties (other than The Developer’s full-time employees) except upon prior written authorisation from [YOUR COMPANY NAME] to this effect, it being further agreed that The Developer shall obtain from any third party to whom disclosure is made pursuant to this paragraph, and prior to a such disclosure, a written covenant naming [YOUR COMPANY NAME] as direct beneficiary of a such covenant, not to further disclose or make use of the Source Code in any manner whatsoever except as provided in this Section.
	2. The Developer shall promptly report to [YOUR COMPANY NAME] any unauthorised disclosure or any unauthorised use of the Source Code of which it becomes aware and shall take such further steps as may reasonably be requested by [YOUR COMPANY NAME] to prevent unauthorised use thereof.
	3. The provisions of this section shall survive the termination of this Agreement for any reason.
3. **DELIVERY OF SOURCE CODE AND DOCUMENTATION**

The Developer acknowledges that it has already been provided with a copy of the Source Code.

1. **TRAINING AND SUPPORT**
	1. [YOUR COMPANY NAME] agrees to provide The Developer with training in the use and operation of the Software at dates and places to be agreed upon by parties, at a cost of [AMOUNT] per day, plus expenses.
	2. [YOUR COMPANY NAME] further agrees to provide The Developer with services for the maintenance and support of the Source Code at a cost of [AMOUNT] per day, plus expenses, it being understood and agreed that [YOUR COMPANY NAME] shall have no obligation to provide such services with respect to any versions of the Source Code other than that version of the Source Code provided by [YOUR COMPANY NAME] hereunder.
2. **OWNERSHIP AND COPYRIGHT**
	1. The Developer acknowledges that [YOUR COMPANY NAME] is and remains the owner of all Intellectual Property Rights in and to the Software and the Source Code.
	2. [YOUR COMPANY NAME] shall be assigned with all Intellectual Property Rights in and to any Modifications to the Source Code (including the Software) from their inception and for all the duration of such Intellectual Property Rights and throughout the world.
	3. In consideration of the licence granted to The Developer by [YOUR COMPANY NAME] hereunder and of the assignment contemplated in paragraph 7.2, The Developer shall be granted with an exclusive licence in and to the Intellectual Property Rights assigned to [YOUR COMPANY NAME] by The Developer hereunder, which licence shall be governed and be subject to the same terms and conditions as those provided for herein.
3. **ROYALTIES AND PAYMENT**
	1. In consideration of the licence granted to The Developer hereunder, The Developer agrees to pay to [YOUR COMPANY NAME]:
		1. a minimum royalty of R [AMOUN] for each year during which this Agreement will remain in force (the "Guaranteed Minimum"), and
		2. a royalty equal to [PERCENTAGE %] per cent of any and all gross incomes payable to The Developer for the distribution of the Bundle Software (the "Royalties");
	2. Royalties shall become due and payable by The Developer to [YOUR COMPANY NAME] within [NUMBER] days after the end of the anniversary date of this Agreement, and shall be accompanied by a statement of account ("Statements") showing Royalties payable to [YOUR COMPANY NAME] and the basis for determining the amount of such payment.
	3. Guaranteed Minimum shall be payable upon signature hereof and thereafter no later than at the anniversary date of this Agreement.
	4. The Royalties and Guaranteed Minimum charged to The Developer hereunder do not include any amount for taxes, duties, levies or other charges imposed by any level of government (inside or outside [COUNTRY]). Any and all such taxes, duties or other charges if required to be paid by [YOUR COMPANY NAME], shall be reimbursed forthwith to [YOUR COMPANY NAME] by The Developer with the only exclusion of taxes based on [YOUR COMPANY NAME] income.
	5. Without prejudice to any other right or remedy available, [YOUR COMPANY NAME] shall be entitled to charge The Developer's interest on any overdue amounts from the due date until the date of payment at an annual rate equal to the yearly average of the reference rate of interest quoted daily by the principal financial institution of [YOUR COMPANY NAME] in the [SPECIFY CITY] for loans in [COUNTRY] to its best commercial customers in the [SPECIFY CITY], plus [PERCENTAGE %] percent.
	6. [YOUR COMPANY NAME] shall have the right, at any time, to give The Developer written notice of [YOUR COMPANY NAME]’s intention to examine The Developer’s books and records with respect to Statements. Such examination shall be commenced within [NUMBER] months after the date of such notice, at [YOUR COMPANY NAME]’s sole cost and expense, by any C.P.A. designated by [YOUR COMPANY NAME] during The Developer’s usual business hours at the place where The Developer maintains its books and records.
4. **REPRESENTATIONS AND WARRANTIES**
	1. [YOUR COMPANY NAME] represents and warrants that:
		1. the Source Code is complete and otherwise accurately reflects the most current version of the Software;
		2. it is the exclusive owner of all Intellectual Property Rights in and to the Source Code, and
		3. that it is not aware of any existing, potential or conflicting claim of ownership in or to the Intellectual Property Rights in the Source Code or any part thereof.
	2. [YOUR COMPANY NAME] warrants that for a period of [NUMBER] days following the date of signature hereof by both Parties, the Source Code will substantially conform with the specifications referred to in the [SPECIFY] application programmes documentation provided to The Developer prior to the signature hereof (the "Specifications"). The Developer agrees that [YOUR COMPANY NAME] sole liability and The Developer's sole remedy *in re*spect of any breach of the said warranty shall be for [YOUR COMPANY NAME] to provide corrections of the Source Code’s defects so that the Source Code would substantially conform with the Specifications.
	3. [YOUR COMPANY NAME] shall defend and save harmless The Developer against any claim that the Source Code infringes any Intellectual Property Rights of any third party and [YOUR COMPANY NAME] shall pay any resulting costs and damages incurred, provided that: i) The Developer notifies [YOUR COMPANY NAME] in writing within a time period sufficient to enable [YOUR COMPANY NAME] to properly defend to such claim and, in any event, no later than [NUMBER] days of any such claim; ii) that [YOUR COMPANY NAME] has sole control of the defence and all related settlement negotiations, and iii) that at [YOUR COMPANY NAME] request, The Developer provides [YOUR COMPANY NAME] with all necessary assistance, information and authority to perform the above, [YOUR COMPANY NAME] hereby agreeing to reimburse The Developer for reasonable out-of-pocket expenses incurred by The Developer in providing such assistance.
	4. If a claim described in paragraph 9.3 has occurred or, in [YOUR COMPANY NAME] opinion, is likely to occur, The Developer agrees to authorise [YOUR COMPANY NAME], at [YOUR COMPANY NAME] option and expense, to procure for The Developer the right to continue using the Source Code, to replace or modify the Source Code without material loss of functionality or to terminate this Agreement and return to The Developer the Guaranteed Minimum initially paid hereunder.
	5. Notwithstanding any provision to the contrary herein, [YOUR COMPANY NAME] shall have no obligation to defend The Developer or to make any payment of damages, costs, legal fees or otherwise for any claim based upon i) use of other than the current unaltered version of the Source Code or the Software or ii) the combination, operation or use of the Source Code or the Software with any hardware, software (including the AWS), equipment or process, if the facts giving rise to such a claim would have been avoided but for such use, combination or operation.
	6. Notwithstanding any provision to the contrary in the licence Agreement, [YOUR COMPANY NAME] shall have no liability or responsibility whatsoever toward The Developer if the Source Code or the Software has been integrated with another software (including the AWS), has been modified in any manner

otherwise than by [YOUR COMPANY NAME]or by reason of any error, problem or defect to the Software or to the Source Code directly or indirectly arising from any Modification to the Source Code unless The Developer can positively demonstrate that any such error, problem or defect would have arisen even if such Modification or part thereof would not have been made to the Software or to the Source Code.

* 1. IN NO EVENT SHALL [YOUR COMPANY NAME] HAVE ANY LIABILITY TOWARD THE DEVELOPER OR ANY THIRD PARTY FOR LOSS (DIRECT OR INDIRECT) OF PROFITS, LOSS OF BUSINESS REVENUE OR FAILURE TO REALISE EXPECTED SAVINGS OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, DAMAGES TO EQUIPMENT OR TO THIRD PARTY'S SOFTWARE OR FAILURE OF THE SOFTWARE TO WORK OR PERFORM IN ANY WAY, OR ANY LIABILITY TO THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE.
	2. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, [YOUR COMPANY NAME] NEITHER MAKES NOR GRANTS ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW IN [COUNTRY]. [YOUR COMPANY NAME] HEREBY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW IN [COUNTRY].
	3. The foregoing provisions state The Developer's exclusive remedies and in no event shall [YOUR COMPANY NAME] liability for any given claim exceed the Guaranteed Minimum initially received by [YOUR COMPANY NAME] hereunder with respect to this Agreement, even if [YOUR COMPANY NAME] is advised of the possibility of such damages. The provision of this Section allocates the risks under this Agreement between [YOUR COMPANY NAME] and The Developer. The consideration payable by The Developer under this Agreement reflects this allocation of liability specified herein.
	4. Notwithstanding any provision to the contrary in this Agreement, [YOUR COMPANY NAME] does not exclude or limit its liability for material injury caused through [YOUR COMPANY NAME] intentional or gross negligence nor for bodily injuries caused by [YOUR COMPANY NAME] fault.
1. **TERMINATION**
	1. Upon any material breach or default under this Agreement by either party, the other party may give notice of such breach or default and, unless the same shall be cured within [NUMBER] days after such delivery of such notice, then, without limitation of any other remedy available hereunder, such party may terminate this Agreement forthwith by delivery of a notice of termination to the other Party at any time thereafter.
	2. The Developer shall have the right to terminate this Agreement after the expiration of the [second] anniversary date of this Agreement by sending a written notice to this effect to [YOUR COMPANY NAME] at least [NUMBER] days in advance.
	3. This Agreement shall automatically terminate effective forthwith upon the occurrence of the following events of default at the option and discretion of [YOUR COMPANY NAME] i) if the Developer becomes generally unable to pay its debts as they become due, admits in writing its inability to pay its debts generally, makes an assignment for the benefit of its creditors; ii) if any proceedings are instituted against The Developer which seek to adjudicate it as bankrupt or insolvent or which seek liquidation, winding up, reorganisation, arrangement, adjustment, protection, relief or
	4. composition of it or its debts under any law relating to bankruptcy, insolvency or reorganisation or relief of debtors or which seek the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, unless in any such case such proceedings are contested in good faith by The Developer and any such order, appointment or other relief is stayed pending the outcome of the contested proceedings and such order, appointment or other relief or rescinded within [NUMBER] days; or iii) if The Developer takes advantage of any law relating to bankruptcy, insolvency or, generally, relief of debtors.
	5. Upon termination of this Agreement, The Developer shall immediately:
		1. cease any use of the Source Code (including the Bundle Software) authorised hereunder;
		2. return to [YOUR COMPANY NAME] all copies of the Source Code and of all inventories of the Bundle Software then (or thereafter) directly or indirectly under its control or in its possession, (or destroy all copies thereof in The Developer's control or possession);
		3. conform with the provisions of section 8 with respect to any and all copies of the Bundle Software for which The Developer will not have then paid royalties to [YOUR COMPANY NAME], and
		4. within [NUMBER] days after the termination of this Agreement, provide to [YOUR COMPANY NAME], in such form as is satisfactory to [YOUR COMPANY NAME], a sworn statement confirming that The Developer has complied with the foregoing.
	6. The termination of this Agreement by either [COMPANY NAME] shall be subject to all other rights and remedies available to the Parties hereunder or otherwise.
2. **MISCELLANEOUS**
	1. Any notice, demand or other communication (ANotice@) required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if: (i) delivered in person during normal business hours on a business day and left with a responsible employee of the relevant party at the applicable address set forth below; (ii) sent by prepaid first class mail; or (iii) sent by any electronic means of sending messages, including telex or facsimile transmission, which produces a paper record (AElectronic Transmission@) during normal business hours on a business day, charges prepaid and confirmed by prepaid first class mail;

in the case of a notice to [YOUR COMPANY NAME], addressed to it at:

Attention:

Telephone:

Telecopier:

and in the case of a notice to the Developer, addressed to it at:

Attention:

Telephone:

Telecopier:

* 1. Each notice sent in accordance with this paragraph shall be deemed to have been received: (i) on the day it was delivered; (ii) on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); or (iii) on the same day that it was sent by Electronic Transmission, or at the start of business on the first business day thereafter if the day on which it was sent by Electronic Transmission was not a business day.

Any Party may change its address for notice by giving notice to the other Party as provided in this paragraph.

* 1. The titles of the articles and paragraphs of this Agreement are inserted solely for convenience, are not a part of this Agreement, and do not in any way limit or amplify the terms of this Agreement.
	2. Any legal proceeding taken by a Party (the "Claimant") against the other (the "Respondent") and which is based on this Agreement shall take place and be brought by the Claimant before the courts having jurisdiction over such proceeding in the judicial district of the address of the Respondent. [COMPANY NAME] expressly agree that such venue is proper and voluntarily submit to the jurisdiction of the courts within the same.
	3. This Agreement and the corresponding relationship of the [COMPANY NAME] shall be governed by, and interpreted in accordance with the [COUNTRY] Law in force in the Province/State of [PROVINCE/STATE] (excluding any conflict of [COUNTRY] rule or principle which might refer such construction to the Law of [COUNTRY] of another jurisdiction) and shall be treated in all respects as a [PROVINCE/STATE] contract.
	4. This Agreement, together with the schedules attached hereto, constitutes the entire agreement between the [COMPANY NAME] pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the parties, whether oral or written. No supplement, modification or termination of this Agreement shall be binding unless executed in writing by the parties.
	5. If any term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable or shall terminate in the normal course, the remainder of this Agreement or the application of such term to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term of this Agreement shall be separately valid and enforceable to the fullest extent permitted by the [COUNTRY] Law.
	6. No provisions of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach shall be in writing and signed by the party to be charged with such waiver or consent. A waiver by a party of any provision of this Agreement shall not be construed as a waiver of a further breach of the same covenant or condition.
	7. Each Party shall take (or cause to be taken) all reasonable steps, including the execution of all further documents as the other Party may in writing from time to time request be done in order to consummate the transactions contemplated hereby or as may be necessary or desirable to give effect to this Agreement or any document, agreement or instrument delivered pursuant hereto.
	8. Except as expressly provided otherwise in this Agreement, neither this Agreement nor any rights or benefits hereunder may be assigned by The Developer without the prior written consent of [YOUR COMPANY NAME].
	9. Subject to paragraph 11.10, this Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.
	10. Except as expressly provided otherwise in this Agreement, dates and times by which any Party is required to perform any obligation under this Agreement shall be postponed automatically to the extent, and for the period of time, that that Party is prevented from doing so by circumstances beyond its reasonable control. Such circumstances shall include acts of nature, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the fact, fire, communications line failures, power failures, earthquakes or other disasters. The Party prevented from rendering performance must notify the other Party immediately and in detail of the commencement and nature of such circumstance and the probable consequences of it. Each Party whose performance is delayed must use reasonable efforts to perform its obligations in a timely manner, must employ all resources reasonably required in the circumstances and must obtain supplies or services from other sources if reasonably available.
	11. This Agreement does not create a partnership or a joint venture between the [COMPANY NAME]. No party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of any other.
	12. Time is of the essence of this Agreement.
	13. The Parties expressly exclude the application of the [COUNTRY] Convention for the International Sale of Goods.

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