SOFTWARE LICENCE AGREEMENT - TRIAL

This Trial Software Licence Agreement (the “Agreement”) is made and effective [DATE],

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

 [YOUR COMPLETE ADDRESS]

**AND: [LICENSEE NAME]** (the "Licensee "), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

1. **PURPOSE/LICENCE/TERM**

This Trial Licence Agreement is entered into for the sole purpose of allowing the Licensee to evaluate the Licensor’s software product (the "Licensor Software") and accompanying Documentation (collectively, the "Trial System"). The Licensor grants complete access to the Licensee to the software which is non-transferable and is revocable and subject to the conditions of this agreement. This is at no cost and will span from [TIME PERIOD] from [DATE].

1. **RETURN OF TRIAL SYSTEM**

The Trial Period ends after [TIME PERIOD] and at this point, within 3 business days, will return the Software.

1. **LIMITED WARRANTY**

The Licensor warrants that it has the right to grant temporary use by the Licensee of the Trial System. The Licensor makes no other warranties, express or implied, including but not limited to implied warranties of such an agreement with regards to such software.

The Licensor’s aggregate liability for damages arising out of or in connection with this Trial Licence Agreement, the performance of the trial system, or the Licensor’s performance of services, shall not exceed [AMOUNT]. Without regard to whether a claim is based on contract or tort, including negligence in no event shall the Licensor or its suppliers be liable for any indirect, special, incidental or consequential damages, including, without limitation, damages resulting from loss of profits, data or business arising out of or in connection with this Trial Licence Agreement, even if the Licensor has been advised of the possibility of such damages.

1. **PROPRIETARY RIGHTS**

The Licensee acknowledges that the Licensor retains all right, title, and interest in the Trial System and all copies thereof, and no title to the Trial System, or any intellectual property or other rights therein, are transferred to the Licensee by this Trial Licence Agreement other than as specified herein. The Licensee shall not without the express prior written consent of the Licensor duplicate, copy or reproduce the Trial System except for use on a single computer. In the event the Licensor authorises the Licensee to make copies of the Trial System, the Licensee shall reproduce the Licensor 's copyright and other proprietary rights notices or legends on all copies thereof. The Licensee agrees not to cause or permit the reverse engineering, reverse assembly or reverse compilation of the Licensor Software, or otherwise attempt to derive source code from the Licensor Software.

1. **CONFIDENTIALITY**

**5.1 Licensee Confidential Information**

The Licensee acknowledges that the Trial System is unpublished and contains proprietary and confidential information of the Licensor, which the Licensor considers to constitute valuable trade secrets. In addition, the Licensee may also be provided with or exposed to confidential information of third parties with which the Licensor conducts business. The confidential information of the Licensor and third parties are called collectively "Confidential Information." *In re*cognition of the preceding, Licensee covenants and agrees:

* + 1. That the Licensee will keep and maintain all Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorised use or disclosure;
		2. That the Licensee will not, directly or indirectly, disclose any Confidential Information to any third party, except with the Licensor 's prior written consent;
		3. That the Licensee will not make use of any Confidential Information for its purposes, such as the creation of a competitive product; or for the benefit of anyone or any other entity other than the Licensor;
		4. That
			1. on termination of discussions with the Licensor, or
			2. if the Licensor is engaged to perform services for the Licensee, upon completion of the engagement, or
			3. at any time the Licensor may so request, the Licensee will deliver promptly to the Licensor or, at the Licensor 's option, will destroy all memoranda, notes, records, reports, media and other documents and materials (and all copies thereof) regarding or including any Confidential Information which the Licensee may then possess or have under its control; and
		5. That the Licensee will take no action with respect to the Confidential Information that is inconsistent with its confidential and proprietary nature.

The Licensee shall be permitted to disclose the Confidential Information only as follows:

* + 1. To its employees and agents ("Employees") needing to know such information in connection with this Trial Licence Agreement (and in any event, the Licensee shall be responsible for all Employees' compliance with the terms of this Trial Licence Agreement); and
		2. If disclosure is required by law, but in such event, the Licensee shall notify the Licensor in writing in advance of such disclosure, and provide the Licensor with copies of any related information so that the Licensor may take appropriate action to protect the Confidential Information.

**5.2 Licensor Confidential Information**

For purposes of this Trial Licence Agreement, Confidential Information shall include, but not be limited to, all business information of the Licensor, including the following:

* + 1. All information and data related to the Software and Documentation;
		2. All information relating to the Licensor 's planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods;
		3. All information regarding the Licensor 's product strategies, customer lists, sales, profits, organisational restructuring, new business initiatives and financial information; and
		4. Confidential information of third parties with whom the Licensor conducts business. Notwithstanding the foregoing, Confidential Information shall not include information that
			1. is or becomes generally known to the public, not as a result of a disclosure by the Licensee,
			2. is rightfully in the possession of the Licensee prior to disclosure by the Licensor or
			3. is received by the Licensee in good faith and without restriction from a third party not under a confidentiality obligation to the Licensor and having the right to make such disclosure. The Licensee acknowledges that the disclosure of Confidential Information may cause irreparable injury to the Licensor and damages which may be difficult to ascertain. The Licensor shall, therefore, be entitled to injunctive relief upon disclosure or threatened disclosure of any Confidential Information, without a requirement that the Licensor proves irreparable harm, in addition to such other remedies as may be available at law or in equity. Without limitation of the preceding, the Licensee shall advise the Licensor immediately if it learns or has reason to believe that any person or entity which has had access to Confidential Information has violated or intends to violate the terms of this Trial Licence Agreement.

In addition, the Licensee shall not release the results of any evaluation or benchmark of the Trial System to any third party without the express prior written consent of the Licensor.

1. **INDEMNIFICATION**

The Licensor agrees to defend the Licensee from and against any claim or action based on any alleged infringement of any [COUNTRY] patent, copyright, trade secret or other proprietary right as a result of the use of the Trial System according to the terms and conditions of this Trial Licence Agreement, and the Licensor agrees to indemnify the Licensee from any costs and/or damages awarded against the Licensee in any such infringement claim or action or settlement thereof; provided that: (i) the Licensor is promptly notified in writing of such claim, (ii) the Licensee grants the Licensor sole control of the defence and any related settlement negotiations, and (iii) the Licensee cooperate with the Licensor in defence of such claim.

Notwithstanding the preceding, the Licensor shall have no liability to the Licensee if the infringement results from:

* 1. Use of the Trial System in combination with software not provided by the Licensor
	2. Modifications to the Trial System not made by the Licensor, or
	3. Use of other than a current release of the Trial System, if such infringement would have been avoided by use of a current the Licensor release. The preceding states the entire liability of the Licensor with respect to infringement of any patents, copyrights, trade secrets or other proprietary rights by the Trial System or any part thereof.
1. **TERMINATION**

The Licensor may terminate this Trial Licence Agreement at any time with or without cause by giving written notice of termination to the Licensee, effective on the Licensee's receipt thereof. Anything to the contrary herein notwithstanding, immediately upon such termination the Licensee shall return to the Licensor the Trial System, including all related documentation and all copies thereof.

1. **WAIVER**

The waiver or failure of the Licensor to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. The rights and remedies of the Licensor outlined in this Agreement are in addition to any rights or remedies the Licensor may otherwise have at law or in equity. If any provision of this Trial Licence Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

1. **ASSIGNMENT**

Neither party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other party.

1. **GOVERNING LAW AND JURISDICTION**

This Trial Licence Agreement and performance hereunder shall be governed by the laws of [COUNTRY] without regard to conflicts of laws. The Licensee and the Licensor hereby agree that the sole jurisdiction and venue for any litigation arising from or relating to this Trial Licence Agreement shall be an appropriate country or court located in [PROVINCE].

1. **SURVIVAL**

All provisions hereof relating to proprietary rights, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any earlier termination of this Trial Licence Agreement.

1. **ENTIRE AGREEMENT**

This Trial Licence Agreement constitutes the entire agreement and understanding of the parties and supersedes and merges any prior proposals, understandings and agreements, oral and written, between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

LICENSOR LICENSEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title