SOFTWARE DEMONSTRATION LICENCE

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This Demonstration Licence Agreement (the “Agreement”) takes effect on [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: [COMPANY NAME]** (the "Licensee"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

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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.

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**6. TERMINATION**

6.1. This licence shall terminate on the earlier of

6.1.1 the date specified in Schedule A or

6.1.2 immediately, if any provision, covenant or obligation of this licence is breached as a result of any act or failure to act of Licensee. This licence shall also terminate immediately if

6.1.3 Licensee ceases conducting business in the ordinary course, or

6.1.4 an assignment is made by Licensee's business for the benefit of creditors, or

6.1.5 a receiver, trustee in bankruptcy or like official is appointed to take all or part of said Licensee's property.

6.2. The Licensee acknowledges that its rights under this Licence are personal and not assignable. Upon termination, the Licensee shall immediately:

6.2.1 discontinue all use of the Licenced Software;

6.2.2 deliver to the Licensor all Licenced Software then in the Licensee's possession or control, together with all copies thereof;

6.2.3 erase or destroy any of the Licenced Software contained in the computer memory or data storage apparatus under the control of the Licensee;

6.2.4 remove the Licenced Software from any software in the Licensee's possession or control that incorporates or uses the Licenced Software in whole or in part; and

6.2.5 warrant in writing to the Licensor within five (5) days after termination that all actions 6.2.1 – 6.2.5 have been taken by the Licensee.

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7.1. This Licence, including Schedule 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 the Licensor and the Licensee. If the Licensee 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 the Licensee shall be considered to be for the Licensee's internal use only, and the provisions contained therein shall not amend this Licence except as may be expressly agreed to by the Licensor in writing.

7.2. This Licence shall be governed and interpreted in accordance with the laws of the 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. The Licensee acknowledges that the Licenced Software is a unique, confidential and valuable asset of the Licensor, and that the Licensor 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 the Licensee and the Licensor. The Licensor shall have the absolute right to limit, terminate, revoke or cancel the Licensee's right to use the Licenced Software upon the breach of any term of this Licence. The Licensee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Licensor 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 ware, 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.

## LICENSOR LICENSEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

# SCHEDULE A

# LICENSED SOFTWARE

To be installed on CPU with serial #:

Located at:

Termination date of Demonstration License: