LICENSE AGREEMENT

This Licence Agreement (the “Agreement”) is made and 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"), an individual with his main address located at OR a company organised and existing under the laws of the [PROVINCE/STATE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. **GRANT OF LICENCE; DESCRIPTION OF PREMISES**

Licensor grants to licensee a licence to occupy and use, subject to all of the terms and conditions of this agreement, the following described property located in [ADDRESS]: [INSERT LEGAL DESCRIPTION].

1. **LIMITATION TO DESCRIBED PURPOSE**

The above-described property may be occupied and used by Licensee solely for [SPECIFY PRIMARY PURPOSE(S)] and for incidental purposes related to such purpose during the period beginning [DATE]*,* and continuing until this agreement is terminated as provided in this agreement.

1. **PERIODIC PAYMENTS**

The licensee shall pay licensor for this licence at the rate of [AMOUNT] per [MONTH] payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance promptly on the [DAY OF EACH MONTH] thereafter during the continuation of this agreement.

1. **VARIABLE PAYMENTS**

In addition to making the payments provided for in Section Three of this agreement, the licensee shall make payments based on the extent of utilisation of the above-described property. Such payments shall be at the rate of [SPECIFY]. The first payment under this provision shall cover the period from and including [DATE], to and including [DATE], and shall be due and payable on [DATE]. Subsequent payments shall cover [NUMBER] intervals after [DATE], and each such payment shall be due and payable [NUMBER] days after the expiration of the [TIME] interval to which it is applicable. All payments shall be supported by appropriate statements certified by the licensee.

1. **TERMINATION**
2. Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than [NUMBER] days prior to the date specified in such notice for the date of termination.
3. Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this agreement shall immediately terminate; and, in the case of partial destruction, this agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within [NUMBER] days following such partial destruction and not less than [NUMBER] days prior to the termination date specified in such notice.
4. If licensee shall make an assignment for the benefit of creditors, or be placed *in re*ceivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, Licensor may terminate this agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than [NUMBER] days prior to the date specified in such notice for the date of termination.
5. **APPORTIONMENT OF PAYMENTS ON TERMINATION**
6. On any termination of this agreement, licensor shall apportion, on a [NUMBER]-day basis, the [MONTHLY] fee paid in advance from and including the first day of the [MONTH] during which the agreement is terminated to and including the day on which the agreement is terminated, and the licensor shall refund to the licensee the unearned portion of such fee; provided, however, that no refund shall be in an amount less than [AMOUNT].
7. On any termination of this agreement, licensee, shall quit the above-described property, and shall remove from such property all property installed in, on, or attached to the above-described property.
8. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.
9. **GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the [PROVINCE/STATE] of [COUNTRY].

1. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

1. **MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorised representative of each party.

1. **NOTICES**

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

1. **ATTORNEY’S FEES**

In the event that any lawsuit is filed *in re*lation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party’s attorney fees.

1. **ASSIGNMENT OF RIGHTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, company, or other entity without the prior, express, and written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LICENSOR**   **LICENSEE**

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title