SOFTWARE DEVELOPMENT AND LICENCE AGREEMENT

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

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

 [YOUR COMPLETE ADDRESS]

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

 [COMPLETE ADDRESS]

WHEREAS:

The Company is engaged in information technology consulting, software development, marketing, licencing and support of certain software;

The Customer has requested the Company to customer develop and licence to Customer’s software which shall have the capabilities and functions described in Schedule [SPECIFY] annexed hereto;

The Company is prepared to undertake such development under the terms and conditions specified in this Agreement and for the charges specified in Schedule “B”;

IN CONSIDERATION of the premises and mutual covenants herein set forth and provided for, the parties covenant and agree as follows:

1. **DEFINITIONS**

The following words and terms shall have the following meaning when used herein, and such definitions shall apply to both the singular and plural forms of any such words and terms:

“Acceptance Date” means the date on which the Software has passed all acceptance tests in accordance with the provisions of [SPECIFY] or has otherwise been accepted by the Customer under clause [SPECIFY].

“Agreement” means this agreement including all schedules.

“Business Day” means each of Monday, Tuesday, Wednesday, Thursday and Friday except where any such day occurs on any Country statutory holiday observed in [COUNTRY]’.

“Charges” means the Licence Fee to be paid by the Customer to the Company as set out in Schedule “B” together with reimbursement to the Company of all out-of-pocket expenses (including, but not limited to, travel, accommodation, long distance, courier and facsimile charges) plus any and all applicable country, provincial and municipal taxes presently or hereafter imposed upon any and all such amounts.

“Commencement Date” means the date of execution of this Agreement by the Parties.

“Detailed Specifications” has the meaning given in [SPECIFY] includes any amended Detailed Specifications referred to in that clause.

“Functional Specifications” means those capabilities and functions to be met by the Software and which are described in Schedule [SPECIFY].

“Hardware” means the central processing unit and accompanying operating system set out in Schedule [SPECIFY] and which will be utilised by the Customer for the operation of the Software.

“Implementation Schedule” means the schedule of events leading to the implementation of the Software upon the Hardware, attached as Schedule [SPECIFY].

“Licenced Materials” means the Detailed Specifications, the Software and the System Documentation.

“Licenced Software” means those software programmes conforming to the Functional Specifications developed by the Company and licenced to the Customer under the terms and conditions of this Agreement.

“Party” or “Parties” means either the Company or the Customer if used in the singular and both Company and Customer if used in the plural.

“System Documentation” means all documents, flowcharts, printout specifications, file specifications, test data, screen layouts, data dictionaries, report layouts and all manuals which collectively contain a complete description and definition of all operating conditions of the Licenced Software, together with the source code listings of the Licenced Software and all operating and technical reference manuals describing the operation and management of the Licenced Software.

1. **DEVELOPMENT OF DETAILED SPECIFICATIONS**
	1. On the Commencement Date, the Company will commence preparation of detailed Licenced Software design specifications and acceptance test criteria (the “Detailed Specifications”). The Detailed Specifications will be prepared in accordance and consistent with the Functional Specifications.
	2. The Detailed Specifications shall be delivered to the Customer for approval, within [NUMBER] Business Days of the Commencement Date. Upon delivery of the Detailed Specifications to the Customer, the Customer shall have [NUMBER] Business Days to approve the Detailed Specifications, to reject that portion of the Detailed Specifications dealing with acceptance test criteria, to reject the Detailed Specifications as a whole (specifying *in re*asonable detail the manner in which the Detailed Specifications are not in accordance with the Functional Specifications or the requirements of this Agreement), or to request specific clarifications, additions or modifications to the Detailed Specifications. Such approval, disapproval or request shall be given in writing within the period aforesaid, and if not so given, the Customer shall be deemed to have accepted the Detailed Specifications.
	3. If the Detailed Specifications are rejected in whole or in part by the Customer, or if the Customer requests specific clarification, additions or modifications to the Detailed Specifications, then Company shall have a further period of [NUMBER] Business Days, or such longer period of time as the Parties may in writing agree upon, in which to deliver to the Customer amended Detailed Specifications, for approval. Upon delivery of such amended Detailed Specifications to the Customer, the Customer shall have [NUMBER] Business Days to approve the Detailed Specifications, to reject that portion of the Detailed Specifications dealing with acceptance test criteria or to reject the Detailed Specifications as a whole, specifying *in re*asonable detail the manner in which the Detailed Specifications are not in accordance with the Functional Specifications or the requirements of this Agreement. Such approval or disapproval shall be given in writing within the period aforesaid, and if not so given, the Customer shall be deemed to have accepted the Detailed Specifications.
	4. If the Customer accepts or is deemed to have accepted the Detailed Specifications, or if the Customer has rejected only that portion of the amended Detailed Specifications which deals with acceptance test criteria, then the Detailed Specifications (other than such rejected part) shall be deemed to be incorporated into and shall form a part of the Functional Specifications. If there is a conflict between the Detailed Specifications as incorporated and the Functional Specifications before such incorporation, then the Detailed Specifications shall govern.
	5. If the Customer rejects that portion of the amended Detailed Specifications dealing with acceptance test criteria, then the Customer shall be solely responsible at its own expense for developing Licenced Software acceptance test criteria for use as provided in clause 4.
	6. If the Customer rejects the amended Detailed Specifications as a whole, or if the Company fails to deliver the Detailed Specifications to the Customer within [NUMBER] Business Days of the Commencement Date, or fails to deliver the amended Detailed Specifications to the Customer as provided in clause 2(3), then the Customer may terminate its obligations under this Agreement, in accordance with the provisions of clause 6.
2. **DEVELOPMENT OF LICENCED SOFTWARE**
	1. Following acceptance by the Customer of the Detailed Specifications, the Company shall proceed with the coding and debugging of the Licenced Software and the development of the System Documentation, all in accordance with the Implementation Schedule. In connection therewith, the Company shall provide the services of such personnel as may be necessary to complete the preceding efficiently.
	2. The Licenced Software will be coded primarily in [SPECIFY] using such techniques, standards and conventions as having been developed by the Company. If there is a conflict between such techniques, standards and conventions and the Functional Specifications will prevail.
3. **DEVELOPMENT OF TEST DATA AND ACCEPTANCE TESTING**
	1. Following the Commencement Date, the Customer, in consultation with the Company, shall prepare and provide a complete and comprehensive set of test data (the “Test Data”) to test the Licenced Software. It is the responsibility of the Customer to ensure that the Test Data is sufficient for the Customer to determine that the Licenced Software performs correctly when executed on the Hardware. All costs and expenses incurred in connection with the preparation and inputting of the Test Data, other than wages, salaries or similar remuneration paid to the employees or agents of the Company, shall be borne and paid for by the Customer.
	2. Following delivery of the Licenced Software, the Licenced Software shall be subjected to a series of acceptance tests, using the Test Data and the acceptance test criteria accepted by the Customers as part of the Detailed Specifications, or prepared by the Customer under clause 4.1 as the case may be. The Licenced Software shall be deemed to have passed such series of tests if and when, for such period of operational use time as set out in the Implementation Schedule, the Licenced Software has demonstrated proper and substantially error-free execution on the Hardware of the functions outlined in the Functional Specifications.
	3. The acceptance tests referred to in clause 4.2 shall be deemed to have been successfully completed if the Customer does not notify the Company in writing of any failure within five Business Days of the date on which the failure occurred. If the Customer does so notify the Company, the Company shall forthwith correct the Licenced Software and the related System Documentation, at no charge to the Customer, and such acceptance test shall be commenced again and continued, subject to clause 6.2, until the test is successfully passed. Upon successful completion of all acceptance tests, the Customer shall so notify Company in writing.
	4. The Acceptance Date under clause 4.2 shall be deemed to have occurred on the date upon which the specified functions have been completed, and in the case of clause 4.3, upon the earlier of expiration of the [NUMBER] Business Days and that date upon which the Customer provides written notice to the Company.
	5. The Customer shall at its sole expense be responsible for providing all Hardware and peripheral devices required to complete the acceptance testing procedures.
4. **IMPLEMENTATION SCHEDULE**
	1. The development of the Detailed Specifications, the System Documentation, the coding, debugging and acceptance testing of the Licenced Software shall be done in accordance with the timing outlined in the Implementation Schedule.
	2. The Company and the Customer shall report to each other at meetings held at regular intervals as to the progress being made by each of them about the various events outlined in the Implementation Schedule, and the delays encountered and the action being taken to recover from such delays. In connection therewith the Customer and the Company shall each designate one trained and competent person to act as its liaison contact, with one alternate if desired. No liaison person shall be changed without the prior written consent of the other Party.
5. **TERMINATION**
	1. If Company does not deliver the Detailed Specifications to the Customer within the time periods set out in clause 2.2 or clause 2.3, as the case may be, or if the Customer rejects as a whole the amended Detailed Specifications, then the obligations of the Customer under this Agreement may, at the option of the Customer, be terminated on [DATE] Business Days’ prior written notice to the Company. If the Customer gives notice of termination, then the Customer shall reimburse the Company for its reasonable costs incurred hereunder to the date of termination, to a maximum in the aggregate of [AMOUNT]. Upon receiving such payment, the Company shall licence and deliver to the Customer a complete set of the Detailed Specifications, the System Documentation and the Licenced Software (or such of the same as has then been created), all working papers, computer files and output then in its possession and which are applicable to the Licenced Software, and shall return to the Customer all files and other materials belonging to the Customer. The Customer shall thereafter be entitled to use all such material subject to the licencing restrictions as set out in clause 7, the obligations specified in clause 8(e) and elsewhere in this Agreement.
	2. If the Licenced Software has not passed all acceptance tests under clause 4 within [NUMBER] Business Days after acceptance of the Detailed Specifications, as a result of causes solely attributable to the Company or the functionality of the Licenced Software, the Customer may by written notice to the Company either:
		1. accept the Licenced Software at its then level of performance, or
		2. permit acceptance testing of the Licenced Software to be continued for such period as the Customer may designate in the notice. During such period, the Company shall, at no cost to the Customer, correct the Licenced Software, following which the Licenced Software shall again be subjected to the applicable acceptance tests or any portion thereof not previously completed.
		3. If acceptance testing cannot be completed successfully within the period outlined in the Customer’s written notice, then the Customer may again choose to avail itself of (a) and (b) of this clause, and so on from time to time.
6. **SOFTWARE LICENCE**
	1. The Company hereby grants a non-exclusive and non-transferable licence to the Customer for the Licenced Materials.
	2. This licence authorises the Customer in the normal course of the Customer’s business operations and for its internal utilisation:
		1. to use the Licenced Software in object code and source code format to process its data on the Hardware or any replacement thereof;
		2. should the Hardware become inoperable, to use the Licenced Software to process its data on backup equipment as may become necessary;
		3. to copy the Licenced Software and System Documentation in support of the use of the Licenced Software as authorised under this Agreement;
		4. to modify or alter the Licenced Software and to merge it into other systems or software as necessary to maximise the use of the Licenced Software and to adjust for changing business conditions, and
		5. to use, copy, modify and enhance the Licenced Software using the System Documentation.
	3. The Customer agrees that it may not use the Licenced Software to perform service bureau or timeshare functions and that the Customer may not sub-licence the Licenced Software.
7. **PROPRIETARY AND TRADE SECRET INFORMATION**
	1. The Customer acknowledges and agrees to protect the confidential nature of the Licenced Materials and any other material provided to the Customer or obtained by the Customer as a result of this Agreement.
	2. The Customer acknowledges that the Licenced Materials are the exclusive property of the Company and that they contain proprietary and confidential information and trade secrets of the Company. The Customer agrees that its rights to use the Licenced Materials are only as set out in this Agreement. The Customer shall not copy, assign, lend, sell, lease or otherwise dispose of or transfer to any third party the Licenced Materials without the prior written approval of the Company.
	3. The Customer agrees to keep the Licenced Materials in a secure manner and location.
	4. If the Customer breaches any of the preceding provisions, the Customer agrees to indemnify and hold the Company harmless from all costs, losses or damages suffered or incurred by the Company as a result of such breach.
	5. The Customer further acknowledges that in the event of a breach of any of the provisions of this section, damages will not be an adequate remedy and that the Company shall be entitled to equitable relief including an injunction.
	6. The obligations of the Customer under this section shall survive the termination or expiration of this Agreement.
8. **TRAINING**

The Company shall provide to the Customer, at no additional cost, [NUMBER] hours of classroom and on-site instruction *in re*spect of the use and support of the Licenced Software. The Customer may designate any number of its personnel to attend such training. Those sessions at which training is to be provided shall be scheduled at times mutually agreed upon by the Company and the Customer and shall be conducted at the Customer’s offices. The Customer shall ensure that all persons designated by it for training are available at times scheduled for training sessions. The Company shall ensure that any parts of the System Documentation required for proper training of the Customer’s personnel is delivered to the Customer at least [NUMBER] Business Days before the commencement of training.

1. **SOFTWARE SUPPORT**
	1. The Company agrees to provide to the Customer ongoing support of the Licenced Software and the System Documentation, for a period of [NUMBER] years from the Acceptance Date.
	2. Support for the Licenced Software includes:
		1. ongoing correction of programming errors, so that the Licenced Software will at all times conform to the System Documentation, and if required, correction of the System Documentation to the extent possible, correction of programming errors done via online communication between terminals at the Company’s offices and a terminal at the Customer’s offices;
		2. problem identification and resolution services available from qualified personnel of the Company via telephone communication between the hours of [HOUR] and [HOUR] Monday to Friday, excluding statutory holidays;
		3. the development of all revisions, enhancements and upgrades to the Licenced Software as may from time to time be required to be made to the Software by the Customer in accordance with specifications agreed between the [COMPANY NAME], and
		4. such other Software maintenance and support services as the Customer may reasonably require.
	3. To implement the requirements of (a), the [COMPANY NAME] each agree to provide at their office's compatible modems, to permit communication over telephone lines between their respective terminals. Each Party will bear the cost of its modem equipment. The [COMPANY NAME] agree that all line and connect charges (including long distance charges related thereto) will be accepted equally by the [COMPANY NAME].
	4. In consideration of the provision of support services by the Company as aforesaid, the Customer agrees to pay to the Company an annual support service fee, payable to [SPECIFY] in each calendar year. For the calendar year [SPECIFY], the support service fee shall be [AMOUNT] pro-rated to reflect the actual number of days remaining in the year after the date of signing this Agreement and shall be paid by the Customer to the Company concurrently with signing this Agreement. In each subsequent calendar year, the support service fee will not be increased by more than an amount greater than [PERCENTAGE %] % over that charged to the Customer in the preceding year.
	5. The Customer may at its option terminate support services at any time upon giving [NUMBER] Business Days’ notice to that effect to the Company. If support services are terminated by the Customer as aforesaid, the Company shall refund the Customer a *pro rata* portion of the support service fee for the year in which termination occurs, to reflect the number of days remaining in such calendar year after the effective date of termination.
2. **WARRANTIES, EXCLUSIONS AND LIMITATIONS**
	1. Warranties of the Company - Company warrants to the Customer as follows:
		1. Compliance with Functional Specifications - The Licenced Software will operate and perform in accordance with the Functional Specifications.
		2. Limited Product Warranty - For one year from the Acceptance Date, the Licenced Software will be substantially free of programming errors, logic errors and other defects in workmanship, provided that no modifications are made to the Licenced Software by persons other than the Company, its employees or persons approved by the Company. If any such defect occurs within the warranty period, the Company will promptly correct such defect without cost or expense to the Customer.
	2. Disclaimer of Warranties — THE EXPRESS WARRANTIES GRANTED UNDER THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, OR CONDITIONS EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CUSTOMER.
	3. Limitation of Liability – THE COMPANY AND THE CUSTOMER AGREE THAT FOR ANY BREACH OR DEFAULT BY THE COMPANY IN CONNECTION WITH THIS AGREEMENT, EVEN FOR A BREACH OF CONDITION OR FUNDAMENTAL TERM OR FOR A FUNDAMENTAL BREACH OF CONTRACT, THE CUSTOMER’S EXCLUSIVE REMEDY SHALL BE PAYMENT BY THE COMPANY OF THE CUSTOMER’S DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE AMOUNT PAID BY THE CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL THE COMPANY’S LIABILITY FOR DAMAGES EXCEED THE AMOUNT PAID BY THE CUSTOMER UNDER THIS AGREEMENT, AND NOTWITHSTANDING CLAUSE 12(b), IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF COMPUTER TIME, FAILURE TO REALISE EXPECTED SAVINGS AND ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THESE DAMAGES. CERTAIN JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL DAMAGES. THE ABOVE LIMITATION MAY NOT APPLY TO THE CUSTOMER.

CLAUSES 11(a) AND (c) SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR ACTION BY THE CUSTOMER, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT AND TORT.

1. **CONFIDENTIALITY**
	1. **Definition:**
		1. “Confidential Material of Customer” means:

12.1.1.1 any information of a proprietary or confidential nature, including but not limited to financial and business information relating to the Customer which is communicated to the Company at any time;

* + - 1. any business systems, methodologies or computer programmes of the Customer of which the Company may acquire knowledge in connection with or while performing its obligations under this Agreement, and
			2. any other information or data received by the Company from the Customer that is identified as proprietary or confidential.
			3. “Confidential Material of Company” means the Detailed Specifications, the Licenced Software, and the System Documentation.

**12.2. Confidentiality Obligations**

The Customer acknowledges that the Confidential Material of the Company is confidential and constitutes a valuable asset of the Company. The Company acknowledges that the Confidential Material of the Customer is confidential and constitutes a valuable asset of the Customer. Unless otherwise provided under this Agreement, the Customer and the Company shall:

* + 1. treat the Confidential Material of the other as confidential;

12.2.2 exercise at least the same degree of care and discretion concerning the Confidential Material of the other as it exercises in protecting its Confidential Material;

* + 1. take all necessary steps including but not limited to the instruction of employees and agents of the Company, the Customer must ensure that the confidentiality of the Confidential Material of the other is maintained;
		2. not disclose, publish, display or otherwise make available to other persons any of the Confidential Material of the other, or copies thereof;
		3. except to the extent authorised under clause [SPECIFY] *in re*spect of the Licenced Software not duplicate, copy or reproduce any of the Confidential Material of the other without the prior written consent of the other; and

**12.3. This clause does not apply to:**

* + 1. information that is in the public domain or enters the public domain through no breach of confidence by the Customer or the Company;
		2. information that is available to one Party from some source other than the other Party without a breach of confidence with the other Party;
		3. general computer technology, ideas, concepts or tools; if or becomes a part of the public domain through no act or omission of the other Party, or
		4. was in the other Party’s lawful possession before the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; or
		5. is lawfully disclosed to the other party by a third party without restriction on disclosure;
		6. information which has been provided in the first instance to someone other than the Customer or the Company or their respective employees; information disclosed [NUMBER] years after the date of this Agreement, and
		7. any disclosure as may be required to be made by a court of competent jurisdiction.
1. **COPYRIGHTS, TRADE-MARK NOTICES, LEGENDS AND LOGOS**
	1. The Company will defend the Customer against a claim that a Licenced Software used as authorised under this Agreement infringes any [COUNTRY] patent, copyright or other proprietary right. The Company will indemnify the Customer against all costs, damages and legal fees finally awarded, subject to the limitation of liability outlined in clause 11 on the condition that:
		1. the Customer promptly notified the Company in writing of the claim, and
		2. the Company has sole control of the defence and all related settlement negotiations. However, if those costs and damages exceed the limitation of liability outlined in clause 11, the Customer may elect to defend against the claim on the condition that the Company may fully participate in the defence and any settlement negotiations.
	2. If the Licenced Software becomes, or in Company’s opinion is likely to become, the subject of a claim or infringement, the Company shall, at its option and expense, either procure for the Customer the right to continue using the Licenced Software or replace or modify the Licenced Software so that it becomes non-infringing. If neither of the preceding alternatives is reasonably available, the Customer agrees, on one month’s written notice from the Company, to return the original copy and all other copies of the Licenced Software to the Company.
	3. Clauses 13.1 and 13.2 shall not apply to any claim based upon:
		1. use of other than a current unaltered release of the Licenced Software if the infringement would have been avoided by the use of a current unaltered release of the Licenced Software;
		2. the combination, operation or use of any Licenced Software with non-Company software or data if the infringement would have been avoided by the combination, operation or use of the Licenced Software with other software or data, or
		3. the use of the Licenced Software in other than the operating environment specified for it by the Company, if the infringement would have been avoided by using it in the operating environment specified by Company.
2. **RELEVANT GOVERNING LAW**

This Agreement shall be construed, and its interpretation shall be governed exclusively, in all respects, by the [YOUR COUNTRY LAW] of [COUNTRY].

1. **GOOD FAITH**

Each of the Parties acknowledges to one another that each respectively intends to perform its obligations as specified in this Agreement and to proceed in good faith to the successful conclusion of the project.

1. **[COMPANY NAME] TO ACT REASONABLY**

The parties agree to act reasonably in exercising any discretion, judgment, approval, or extension of time which may be required to effect the purpose and intent of this Agreement.

1. **PREVIOUS AGREEMENT**

This Agreement shall be deemed to supersede any prior or collateral undertakings, warranties or Agreements, whether oral or written.

1. **NOTICES**

Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing and shall be sufficiently given if delivered personally or mailed by prepaid registered post to the Customer or the Company at their respective addresses set forth below or at the current address as is specified by notice. During a period of actual or threatened postal disruption or dispute in the country in which the notice is to be mailed or received, any such notice may not be mailed but must be delivered personally. If notice is given by prepaid post in accordance with this section, it shall be deemed to have been received on the third Business Day following the day of mailing. Notice may also be delivered by fax to the addressee at the fax number noted below provided that it shall be deemed to have been received on the next Business Day following the date of transmission and further provided that the original notice shall on or before the next Business Day be delivered personally or mailed by prepaid registered post to the addressee.

To Company: [COMPANY NAME]

Attention: The President

Fax No. [FAX NUMBER]

From Customer:

1. **NON-ASSIGNMENT**

This Agreement is personal to the Customer, and the Customer may not assign, sub-licence or transfer any of its rights or obligations under this Agreement without the prior written consent of the Company.

1. **HEADINGS**

The headings in this Agreement have been inserted for convenience only, and are not to affect the interpretation of this Agreement.

1. **SEVERABILITY**

If any provision of this Agreement is held invalid under an applicable statute or the rule of law, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provisions, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of the Parties.

1. **NON-WAIVER**

Failure by either Party to enforce any term of this Agreement shall not be deemed a waiver of enforcement of that term or any other term.

1. **SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

1. **CURRENCY OF CONTRACT**

All payments and amounts referred to in this Agreement shall be in [COUNTRY] currency.

1. **CONFLICTS AND GOVERNING LAW**

If any of the provisions of this Agreement are invalid under any applicable statute or rule of [YOUR COUNTRY LAW], they are, to that extent, deemed omitted. This Agreement shall be governed by the [YOUR COUNTRY LAW] of [COUNTRY] and shall be read with all changes in gender and number as may be required by the context.

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

# COMPANY CUSTOMER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**SCHEDULE “B”**

Charges

Licenced Software [SPECIFY] Licence Fee [SPECIFY]

Additional charges: [SPECIFY]

Annual Software Support Fees: [SPECIFY]

Schedule [SPECIFY]

Hardware

The Licenced Software is being licenced for operation upon the following Hardware:

Manufacturer

Processor

Operating

Model

Capacity

System

Location