

# SOFTWARE LICENSE AGREEMENT TEMPLATE



The Software License Agreement is used when a company that owns the rights of certain software (the Licensor) authorizes a third party (the Licensee) to use it, in exchange for a price. The license does not include transferring the ownership of the software; in other words, the Licensor still owns the software. In this **Contract** certain general terms and conditions (installation, duration, price and form of payment, warranty, etc.) are established based on technical concepts used in the Agreement. The Licensee has to agree to these terms and conditions, and is not usually able to negotiate them with the Licensor.

## SOFTWARE LICENSE AGREEMENT

**DATE:** .....

### BETWEEN:

..... [*company legal name*] whose registered office is at .....  
[*address, city and country*] and registration/fiscal number is  
.....represented by ..... [*name and surname, position*]  
(hereinafter, referred to as the "Licensor"),

### AND:

..... [*company legal name*] whose registered office is at .....  
[*address, city and country*] and registration/fiscal number is .....  
represented by ..... [*name and surname, position*]  
(hereinafter, referred to as the "Licensee"),

### RECITALS

WHEREAS, the Licensor has developed certain computer programs and related documentation more particularly described in Annex 1 attached hereto (the "Products") and wishes to grant the Licensee a license to use the Software.

WHEREAS, the Licensee wishes to use the Software under the conditions set forth in this Agreement.

PARTIES AGREE as follows:

## 1. DEFINITIONS

When used in this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Acceptance"** of Software means completion of the acceptance testing process set forth in Clause 3 of this Agreement.

**"Agreement"** includes this Agreement and its Annexes.

**"Calendar day"** means any day including a Saturday, Sunday or a public holiday in the Territory.

**"Delivery Date"** is the date on which Licensor delivers the Software to the Licensee.

**"Designated Environment"** means the computer equipment and software operating system described in Annex 2.

**"Documentation"** means the user, system and installation documentation for the Software.

**"Error"** means a material failure of the Software to function in conformity with the Specifications.

**"License"** means the license granted by Licensor to Licensee to use the Software and Documentation in accordance with the terms and conditions of this Agreement.

**"Licensed Copies"** means the number of copies of the Software and Documentation being licensed to the Licensee.

**"Location(s)"** means Licensee's offices at the location(s) specified in Annex 3.

**"Maintenance Agreement"** means the Software Maintenance Agreement between the Parties effective as of the date of this Agreement.

**"Price"** means the License Fees Licensee shall pay as specified in Annex 4.

**"Annex"** refers to any annex attached to this Agreement, or any subsequently prepared document which the Parties agree in writing to be considered an Annex.

.....

**This is a sample of the Software License Agreement.**

To get more information about this contract click here:

 [\*\*SOFTWARE LICENSE AGREEMENT\*\*](#)

# USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

## DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

## PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

## CLAUSES

### **Clauses with different alternatives: choose the most favorable**

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests and eliminate the rest.

### **Clauses with blank spaces to be completed**

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within ..... [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case, the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be ..... [*city and country*]. In this case, the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterward eliminate the bracketed text [*city and country*].

### **Notices Clause**

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case, the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 ..... [*insert full address*].
- Party 2 ..... [*insert full address*].

### **ANNEXES**

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

### **SIGNATURES**

#### **People who sign**

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

### **Place and date of signature**

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives so it comes to choosing the most appropriate to each situation.

### **Number of copies**

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case, all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in ..... copies, each of which shall be considered an original).

## **GENERAL RECOMMENDATIONS**

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules established by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website [www.oanda.com](http://www.oanda.com)).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

# BUSINESS CONTRACTS & AGREEMENTS TEMPLATES

## BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

## COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

## LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

## CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

### Online Purchase

[www.globalnegotiator.com](http://www.globalnegotiator.com)

[info@globalnegotiator.com](mailto:info@globalnegotiator.com)



**GLOBALNEGOTIATOR**  
International Documents