



# Source Code License Agreement



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# SOURCE CODE LICENSE AGREEMENT

**THIS AGREEMENT** is made on the date specified in the Schedule

## **PARTIES:**

1. The party identified in the Schedule and hereinafter referred to as “**the Software Owner**”
2. The party identified in the Schedule and hereinafter referred to as “**the Customer**”

## **PREAMBLE:**

- A. The Software Owner has licensed the Customer to use the Software pursuant to the Software License Agreement.
- B. The Customer wishes to be able to maintain the Software and requires access to the Source Code for that purpose.
- C. The parties have agreed that the Software Owner shall grant the Customer a license to use the Source Code on the terms and conditions set out in this Agreement.

## **IT IS AGREED AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“**Agreement**” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“**Intellectual Property Right**” means any right attaching to copyright, trade and business names, designs, trade marks, patents, circuit layouts, trade secrets, confidential and other proprietary information.

“**Software**” means the software for which the Source Code is being provided under this Agreement as described in the Schedule.