



Software License Agreement

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SOFTWARE 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 Licensor”**
2. The party identified in the Schedule and hereinafter referred to as **“the Licensee”**

PREAMBLE:

- A. The Licensor either owns or has the right to license the Software described in the Schedule.
- B. The Licensee desires to obtain a license to use such software and the Licensor has agreed to license it to the Licensee on the terms and conditions of 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.

“Documentation” means any written specifications, user documentation, operating and training manuals usually issued by the Licensor to licensees, and other written materials for the Software agreed to be supplied by the Licensor to the Licensee.

“Intellectual Property Right” includes copyright, trade mark, design, patent, semiconductor and circuit layouts rights and such other rights as are recognized as such by the law of the jurisdiction that governs this Agreement.

“License Fee” means the fee specified as such in the Schedule.