

# SOFTWARE LICENSE AGREEMENT

Parties: \_\_\_\_\_

## **Licensor Information:**

Full Legal Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

## **Licensee Information:**

Full Legal Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

## **Clause 1 – Grant of License**

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the Software solely for Licensee's internal business purposes and in accordance with this Agreement.

## **Clause 2 – License Restrictions**

Licensee shall not copy, modify, distribute, sublicense, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except to the extent expressly permitted by applicable law despite this restriction.

## **Clause 3 – Ownership and Intellectual Property**

Licensor retains all right, title, and interest in and to the Software, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights. Licensee acknowledges that it has no ownership or other proprietary rights in the Software except as expressly granted herein.

## **Clause 4 – Fees and Payment**

Licensee shall pay Licensor the fees specified in the applicable Order Form or Schedule. All payments shall be made in GBP unless otherwise agreed in writing. Late payments shall accrue interest at the statutory rate.

## **Clause 5 – Term and Termination**

This Agreement commences upon execution and shall continue until terminated in accordance with this Clause. Either party may terminate for material breach if the breach is not cured within thirty (30) days after written notice. Upon termination, Licensee shall cease all use of the Software and destroy all copies.

## **Clause 6 – Confidentiality**

Each party agrees to keep confidential and not disclose to any third party any Confidential Information disclosed by the other party, except to the extent required by law or agreed in writing. Confidential Information includes but is not limited to the Software, business information, and terms of this Agreement.

## **Clause 7 – Warranties and Disclaimers**

Licensor warrants that it has the right to grant the license and that the Software will perform substantially in accordance with the accompanying documentation. EXCEPT AS EXPRESSLY SET FORTH, THE SOFTWARE IS PROVIDED 'AS IS' WITHOUT WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Clause 8 – Limitation of Liability**

To the maximum extent permitted by law, neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages arising out of or relating to this Agreement. Licensor's total aggregate liability shall not exceed the fees paid by Licensee for the Software under this Agreement in the twelve (12) months preceding the claim.

**Clause 9 – Indemnification**

Licensee shall indemnify, defend, and hold harmless Licensor and its affiliates, officers, agents, and employees from and against any claims, damages, liabilities, costs, and expenses arising from Licensee's breach of this Agreement or misuse of the Software.

**Clause 10 – Data Protection**

Each party shall comply with applicable data protection laws, including the UK Data Protection Act 2018 and the UK GDPR. Licensee shall ensure that any personal data processed using the Software is handled lawfully and securely.

**Clause 11 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising out of or in connection with this Agreement.

**Clause 12 – Force Majeure**

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, or governmental actions.

**Clause 13 – Entire Agreement**

This Agreement, together with all exhibits, schedules, and Order Forms, constitutes the entire agreement between the parties and supersedes all prior agreements relating to its subject matter.

**Clause 14 – Amendments**

No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

**Clause 15 – Notices**

All notices under this Agreement shall be in writing and shall be delivered personally, sent by registered mail, or by email with confirmation of receipt, to the addresses specified above or such other addresses as either party may designate by notice.

**Clause 16 – Severability**

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

**Clause 17 – Waiver**

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that or any other right.

**Clause 18 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Clause 19 – Third Party Rights**

No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**Clause 20 – Execution**

The parties represent and warrant that they have full power and authority to enter into this Agreement and that the persons signing below have been duly authorized to bind the respective parties.

**LICENSOR'S SIGNATURE**

**LICENSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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