

LICENSE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LICENSOR]
[address]
(the "Licensor")

- and -

[NAME OF LICENSEE]
[address]
(the "Licensee")

1. DEFINITIONS

The following terms are defined for the purposes of this Agreement:

- (a) **"Derivative Works"** means any software and copies thereof which are developed by any person and which are based on or incorporate any part or version of the Software, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the Software licensed hereunder may be recast, transformed or adapted, and that if prepared without Licensor's authorization would constitute a copyright or trade secret infringement of the Software.
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- (c) **"Software"** shall be the most recent version of the Software listed in Schedule "A" to this Agreement, including any databases included therein and the source code, documentation and related materials pertinent to said Software.

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3. CONSIDERATION

The consideration for the License herein granted is \$####.##, the receipt and full sufficiency of which is hereby irrevocably acknowledged by Licensor.

4. SUPPORT AND MAINTENANCE

The Licensor will not provide any fixes, upgrades, support or maintenance of the Software after its initial delivery and installation in accordance with the terms of this Agreement.

5. INSTALLATION, IMPLEMENTATION and TRAINING

The Licensor agrees to provide up to ____ days of free on-site technical support to assist Licensee with installation, implementation, and "train the trainer" services with respect to the first installation by

Licensee of the Software in *[insert location of installation]*, or such other location as the parties may agree to, at no charge to Licensee.