

SOFTWARE INTEGRATION LICENSE

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

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

- (a) Licensor has expended a great deal of time, effort and money designing, developing and producing certain software and documentation associated therewith, as more particularly described in Schedule "A" annexed hereto (collectively, the "Licensed Products");
- (b) Licensor is the owner of the entire right, title and interest in and to the Licensed Products;
- (c) Licensor has also designed, developed and produced and continues to develop, use and control certain trade marks, trade names, service marks and logos used in connection with the Licensed Products (the "Marks") for the exclusive use and benefit of Licensor and its licensees in order to identify the source of the Licensed Products with the public;
- (d) Licensor is the owner of the entire right, title and interest in and to the Marks;
- (e) Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a non-exclusive, non-transferable, non-assignable license to merge or embed the Licensed Products into proprietary software products developed or licensed by Licensee (such combined products hereinafter referred to as the "Integrated Product"), and to thereafter market, demonstrate, sell, sub-license and distribute the Integrated Product to end users for use solely within the Territory, as hereinafter defined.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Definitions

Wherever used in this Agreement, the following words and phrases shall have the meanings set out below:

- (a) "Affiliate", when used with respect to any Person, shall mean any Person controlling, controlled by or under common control with such Person;
- (b) "Agreement" shall mean this Software Integration License, together with any amendments, modifications, or replacements hereof;
- (c) "Business Day" shall mean any day which is not a Saturday, Sunday or holiday under the laws of [jurisdiction];

- (d) "Conformity Specifications" shall mean Coding and Design Specifications as defined by [party];
- (e) "Databases" shall mean the directories and other files set out in Schedule "A" hereto, as the same exist on the Effective Date, together with any updates thereto (the "Database Updates");
- (f) "Documentation" shall mean the user manuals or other documentation, whether in printed or electronic form, related to the Licensed Products, as more particularly described in Schedule "A" hereto, developed by Licensor for use in connection with merging or embedding the Licensed Products into Licensee's proprietary software products, and any subsequent versions thereof;
- (g) "Effective Date" shall mean [effective date];
- (h) "End User" shall mean any third party which obtains the Integrated Product, directly or indirectly, from Licensee or any Sub-distributor;
- (i) "End User License Agreement" shall mean the agreement between Licensee and an End User granting a sublicense to such End User, which shall be substantially in the form set out in Schedule "B" attached hereto;
- (j) "Integrated Product" shall mean any software product and associated documentation, whether in printed or electronic form, and all updates, enhancements and upgrades thereof, developed by Licensee which incorporate, rely on or are derived directly or indirectly from the Licensed Products;
- (k) "Integration License" shall mean the license granted to Licensee by Licensor;
- (l) "Licensed Products" shall mean the Software, Databases and Documentation;
- (m) "Licensee" shall mean [LICENSEE];
- (n) "Licensor" shall mean [LICENSOR];
- (o) "Losses" shall mean any and all claims, demands, costs, losses, damages, liabilities, fines, penalties and expenses of any kind or nature whatsoever, whether imposed, incurred or assessed, including without limitation reasonable attorneys' fees;
- (p) "Marks" shall mean all of Licensor's trade marks, trade names, service marks and logos used in connection with the Licensed Products;
- (q) "Net Revenues" shall mean any and all revenues, fees or other compensation received by Licensee with respect to the sale, sublicensing or maintenance of the Integrated Product, net of any taxes, shipping and handling charges charged to End Users and any amounts refunded for returned items;
- (r) "Person" shall mean any corporation, body corporate, association, firm, partnership, joint venture, trust, organization, business, sole proprietorship, individual, government, governmental agency or political subdivision thereof, or any other entity or institution whatsoever;
- (s) "Royalty Period" shall mean the period commencing when an Integrated Product is first shipped by Licensee to a Sub-distributor or End User and ending when the last Integrated Product is shipped by Licensee and payment is received therefor;
- (t) "Software" shall mean the machine-readable version of the object code of Licensor's computer software program as set out in Schedule "A" hereto, and any and all Updates and Upgrades thereto, but specifically shall **NOT** include the source code version;
- (u) "Sub-Distributor" shall mean any third party distributor, reseller, value added reseller, dealer or sales representative that distributes the Integrated Product to End Users for or on behalf of Licensee;

- (v) "Support Services" shall mean the maintenance and support to be provided by Licensor to Licensee under this Agreement with respect to the Licensed Products;
- (w) "Territory" shall mean [description of geographic area];
- (x) "Update" shall mean any change, modification, alteration or other update of the Licensed Software made to correct an error, defect or other problem and/or to maintain the operational quality of the Licensed Software, and which is not an Upgrade;
- (y) "Upgrade" shall mean a new release of the Licensed Software or any part thereof, which adds major new functionality or features which were not available in the previous version of the Licensed Software.

2. Integration License

2.1 *Grant of License:* Subject to the terms and conditions set forth in this Agreement, including the full payment of all amounts owing to Licensor, Licensor grants to Licensee a non-exclusive, non-transferable, non-assignable license for the following purposes:

- (a) to merge or embed the Licensed Software and the Databases into proprietary software products developed or licensed by Licensee in order to create the Integrated Product;
- (b) to thereafter market, demonstrate, sell, sublicense and distribute the Integrated Product within the Territory to End Users for use solely within the Territory; and
- (c) to use the Marks in connection therewith;

provided that the license granted hereunder shall be subject to the restrictions set forth in Schedule "___" (collectively referred to as the "Restrictions on Use").