

# SOFTWARE SUB-LICENSE AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (the "Agreement")

## BETWEEN:

----- (insert legal name of sub-licensor)  
----- (insert complete address)  
(the "Sub-licensor")

## -AND-

----- (insert legal name of sub-licensee)  
----- (insert complete address)  
(the "Sub-licensee")

## WHEREAS:

- A. Sub-licensor represents and warrants that \_\_\_\_\_ (insert legal name of the software owner) (the "Owner") is the sole owner of the Licensed Programs; and
- B. Sub-licensor has been expressly authorized by Owner to provide Sub-licensee with a valid, royalty-free and fully paid-up non-exclusive sub-license for the use of each of the Licensed Programs on the Designated Equipment and provide User with all Licensed Program Documentation; and
- C. Sub-licensor represents and warrants to Sub-licensee that any default under the terms of its agreement with Owner shall not result in any default, impairment of rights, cancellation, threatened cancellation, or limitation or restrictions on the Sub-licensee or its use of the Licensed Programs and Licensed Program Documentation pursuant to the terms of sub-license granted hereunder; and
- D. The terms Licensed Program, Licensed Program Documentation, Designated Equipment and Use are defined in section 2 of this Agreement:

IN CONSIDERATION of the sum of two (\$2.00) dollars now paid by Sub-licensee to Sub-licensor (the receipt and sufficiency of which is acknowledged), the Sub-licensor and Sub-licensee agree as follows:

### 1. Recitals True

The Sub-licensor represents and warrants to Sub-licensee that each and every of the foregoing recitals are true and incontrovertible.

### 2. Definitions

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

- (a) "Designated Equipment" means the equipment enumerated in Schedule "B" attached to this Agreement;
- (b) "Licensed Program Documentation" means all explanatory and instructional documentation and all portions or copies of any such tangible materials or documentation whether produced by Owner or Sub-licensor;

- (c) "Licensed Programs" means the programs listed on Schedule "A" attached to this Agreement, materials relating to these programs, including source tapes and listings, in machine-readable or printed form, and any updates of these programs and program materials hereafter furnished to Sub-licensee by Sub-licensor;
- (d) "Use" means copying any portion of any Licensed Program from storage units or media into Designated Equipment for processing, or using any Licensed Program in the course of the operation of the Designated Equipment or software.

**3. Grant of Sub-license**

- (a) Sub-licensor grants to Sub-licensee and Sub-licensee accepts from Sub-licensor, upon the terms and conditions set forth in this program sub-license Agreement, a valid, fully paid-up and royalty-free, non-transferable and non-exclusive license to use the Licensed Programs:
  - (i) on the Designated Equipment; and
  - (ii) on any back-up equipment in the event that the Designated Equipment becomes inoperative for any reason.