

PERPETUAL SOFTWARE LICENCE AGREEMENT

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

BETWEEN:

(the "Licensor")

- and -

(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), abridgement, 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 authorisation would constitute a copyright or trade secret infringement of the Software.
- (b) **"Licence"** means the licence herein granted to Licensee to use the Software as herein set out.
- (c) **"Software"** shall be the most recent version of the Software listed in Schedule "A" attached to this Agreement, including any databases included therein and the source code, documentation and related materials pertinent to said Software.

2. GRANT OF LICENCE

Licensor hereby grants and Licensee hereby accepts a permanent, irrevocable, perpetual, royalty free, non-exclusive licence to use, modify, change, improve, upgrade, resell, sub-license, rent, distribute, duplicate or make any other use whatsoever of the Software as a true and lawful beneficial owner of the Software would or could use such Software, including any and all Derivative Works created by or for or on behalf of the Licensee, and including any revenue generating or commercial activities of any kind whatsoever.

3. CONSIDERATION

The consideration for the Licence herein granted is \$_____, (insert amount) 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 ____ (insert number) 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 city/town of installation), or such other location as the parties may agree to, at no charge to Licensee.

THIS IS A 4-PAGE FORM.