

**LETTER OF INTENT**  
**(SOFTWARE LICENSE PURCHASING AGREEMENT)**

*[on company letterhead]*

[date]

[name]  
[address]

Dear \_\_\_\_\_:

Further to our discussions in this regard, we are entering into this Letter of Intent to negotiate, in good faith, for a software license purchasing agreement under which \_\_\_\_\_ *[insert name of the party selling the licenses]* (the "Company") shall provide software licenses (the "Licenses") to \_\_\_\_\_ *[insert name of the party buying the licenses]* (the "Purchaser") on the following terms:

**Part A – Business Terms**

**1. Binding Nature**

This Letter of Intent is not intended to be and shall not create any legal binding obligation on any party, except as specifically set out Part B herein. This entire transaction is subject to the negotiation and execution, in good faith, of a software license purchasing agreement as reasonably required by our legal counsel (the "Definitive Agreement"), to be negotiated following execution of this Letter of Intent and, subject to acceptance by both parties, executed on closing.

**2. Terms for Negotiation**

The Purchaser shall buy from the Company the following:

- (a) [##] Licenses for [insert full name of software] for the price of \$([##.##]) per license (minimum of [##] *(delete if inapplicable)*);
- (b) [##] Licenses for [insert full name of software] for the price of \$([##.##]) per license (minimum of [##] *(delete if inapplicable)*);
- (c) [##] Licenses for [insert full name of software] for the price of \$([##.##]) per license (minimum of [##] *(delete if inapplicable)*);
- (d) [continue as applicable].

All references to currency herein are understood to be in New Zealand dollars.

**3. Conditions**

The Company shall accept purchase orders for the Licenses, as stated in section 2 herein, until the [##] day of [month], [year].