Software Licence

BETWEEN

Syllogism Co.

(**Supplier**)

AND

(**Licensee**)

This Agreement dated 1/07/15.

# Recitals

1. The Supplier is in the business of software development and research.
2. The Licensee is in the business of software development and research.
3. The Supplier owns the Software.
4. The Supplier wishes to grant, and the Licensee wishes to take, a licence to use the Software on the terms of this agreement.

# Operative Part

## Definitions

* 1. The following expressions wherever occurring in this agreement, unless the context otherwise requires, mean:
     1. **Acceptance Date means the date upon which the Software is accepted as provided by clause 6;**
     2. **Asset means any work, data or other content asset that the Supplier may make available to the Licensee for use with the Software or Source Code.**
     3. **Commencement Date means the date specified in the Schedule;**
     4. **Confidential Information means information that is by its nature confidential but does not include:**
        1. **information already known to the receiving party at the time of disclosure by the other party; or**
        2. **information in the public domain other than as a result of disclosure by a party in breach of its obligations of confidentiality under this agreement;**
     5. **Delivery Date means the date specified in the Schedule;**
     6. **Designated Computer Equipment means the equipment on which the Software is to be installed as specified in the Schedule;**
     7. **Distribute means to provide or otherwise make a copy available, or to do any acts comprised in the copyright of the Software.**
     8. **Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields;**
     9. **Licence means the licence of Software granted pursuant to this agreement;**
     10. **Licence Fee means the amount so specified in the Schedule;**
     11. **Location means the place at which the Designated Computer Equipment is located as specified in the Schedule;**
     12. **Media means any media on which the Software is recorded or printed;**
     13. **Moral Right means:**
         1. **a right of attribution of authorship;**
         2. **a right not to have authorship falsely attributed;**
         3. **a right of integrity of authorship; or**
         4. **a right of a similar nature;**

**which is conferred by statute, and which exists or comes to exist anywhere in the world in a deliverable form comprised within this agreement;**

* + 1. **New Release means software which has been provided primarily to implement an extension, alteration, improvement or additional functionality to the Software;**
    2. **Product means any product developed that combines the Software, the Assets or the Source Code with any other software or content, regardless of how much or little of the Software or Source Code is used.**
    3. **Related Body Corporate means a holding company, a subsidiary, or a subsidiary of a holding company of a company.**
    4. **Schedule means the schedule to this agreement;**
    5. **Software means the computer program and related documentation as specified in the Schedule, and includes the Source Code;**
    6. **Source Code means the human readable form of the Software, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, and installation of an executable (object code).**
    7. **Term means the term specified in the Schedule.**
    8. **Update means software which has been produced primarily to improve upon in the licensed Software.**

## Interpretation

* 1. This agreement is governed by the law of the State of Delaware, USA and the parties submit to the non-exclusive jurisdiction of the courts of the State of Delaware, USA.
  2. In the interpretation of this agreement:
     1. References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
     2. Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
     3. Grammatical forms of defined words or phrases have corresponding meanings;
     4. Parties must perform their obligations on the dates and times fixed by reference to UST;
     5. Reference to an amount of money is a reference to the amount in the lawful currency of the United States of America;
     6. If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
     7. References to a party are intended to bind their executors, administrators and permitted transferees; and
     8. Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## Licence and duration

* 1. Commencing on the Commencement Date, the Supplier grants a non-exclusive licence to the Licensee to use the Software under the terms of this agreement.
  2. Subject to the terms of this agreement, the Licence will continue perpetually.

## Conditions of Licence

* 1. The Supplier warrants that it has the authority to grant the Licence.
  2. The Licence shall be non-transferable by the Licensee, except as provided for in clause 10 of this agreement.
  3. The Licence shall be non-exclusive to the Licensee.
  4. The Supplier is not required to provide Updates or New Releases pursuant to this agreement.
  5. The Licensee will not create or permit to exist a security interest over the Software or the Assets or documentation or in any modifications to, or enhancements, Updates or New Releases of, the Software or documentation. For the purposes of the foregoing, "security interest" means a security interest or any other mortgage, pledge, lien, charge or other arrangement of any kind which in substance secures the payment of money or the performance of any obligation, or that gives a creditor priority over unsecured creditors.

## **Delivery**

* 1. The Supplier must deliver the Software to the Licensee on or before the Delivery Date or on such other date as is mutually agreed between the parties.
  2. The Supplier must deliver the Assets to the Licensee on or before the Asset Delivery Date or on such other date as is mutually agreed between the parties.
  3. Delivery will be effected electronically by access to a git repository.

## Installation

* 1. The Supplier is not liable to install the Software or the Assets or to provide any services or support in respect of installation of the Software under this agreement.

## Licence Fee

* 1. In consideration of the Licence, the Licensee must pay the Licence Fee to the Supplier within 7 days of the Acceptance Date.
  2. The Licence Fee is exclusive of all taxes, duties and surcharges payable in respect of the Software and in respect of this agreement.
  3. If payment is not made within 30 days of the due date, interest will be payable by the Licensee at the rate of 9 per cent per annum on the overdue amount and, if any payment is owing after 60 days from the due date, the Supplier will be entitled to suspend its remaining obligations under this agreement and to re-possess the Software.
  4. If the Licensee disputes the whole or any part of the amount claimed in an invoice submitted by the Supplier pursuant to this agreement, the Licensee will pay the undisputed portion on the due date. The dispute regarding the remainder may be referred to the dispute resolution procedure prescribed by this agreement. If it is subsequently resolved that a further amount is payable, the Licensee will pay that amount together with interest at the rate of 12 per cent per annum.

## Ownership and Intellectual Property Rights

* 1. The Supplier retains ownership of the Software whether in its original form or as modified by the Licensee during the term of the Licence.
  2. All Intellectual Property Rights in the Software and the Assets are retained by the Supplier.
  3. Nothing in this agreement affects the ownership of Moral Rights in the Software.

## Copies

* 1. The Licensee must not copy or Distribute the Software, the Assets or the Source Code, in whole or in part, except as follows:
     1. Distribution to end users. The Licensee may Distribute the Software licensed under this agreement (including as modified by the Licensee under the Licence) incorporated in object code format, which:
        1. is an inseparable part of a Product to end users who are subject to an end user license agreement which explicitly disclaims any representations, warranties, conditions, and liabilities related to the Source Code or the Software; and
        2. does not consist of, or contain any Source Code; and
        3. does not provide functionality allowing the creation of standalone products utilising the Software.
     2. Development, backup and security. The Licensee may make such number of copies of the Software or the Assets as is necessary to serve its internal needs for software development, system backup and security. All copies of the Software will be and remain the property of the Supplier.
  2. The Licensee must prominently mark all copies of the Software and the Media in which the copies are contained with a notice of:
     1. the Supplier's ownership of the Software;
     2. such other information as the Supplier requires.
  3. The Licensee may not sublicense the Software or the Assets in Source Code format.
  4. The Licensee may not sublicense the Software in object code format except to grant end users the ability to use, or to permit a publisher or distributor to market and Distribute, a Product Distributed as permitted in section 9.1(a) above.
  5. The Licensee may not combine, Distribute, or otherwise use the Software or Assets with any code or other content which is covered by a license that would directly or indirectly require that all or part of the Licensed Technology be governed under any terms other than those of this agreement (“**Non-Compatible License**”). Code or content under the following licenses, for example, are prohibited: GNU General Public License (GPL), Lesser GPL (LGPL), or Creative Commons Attribution-ShareAlike License.
  6. The Licensee must notify the Supplier immediately:
     1. on becoming aware of any unauthorised use or copying of the whole or any part of the Software or the Assets; and
     2. or as early as reasonably possible, on determining to Distribute a Product to end users.
  7. Within 30 days of termination of this agreement, the Licensee must delete all copies of the Software, and certify their deletion to the Supplier.
  8. The Licensee fully indemnifies and holds harmless the Supplier against any liability incurred if any Product infringes the Intellectual Property Rights of a third party.

## Transfer and Assignment

* 1. The Licensee may not transfer or assign this licence or this agreement unless:
     1. the transfer or assignment is the transfer or assignment of the whole of the Licensee’s rights and interest under this agreement, and no further rights to the Software, the Assets or the Source Code will continue with the Licensee; and
     2. the transfer or assignment genuinely and reasonably relates to the business or administrative needs of the Licensee or a Related Body Corporate; and
     3. the transfer is not a sale, or “for profit”, and is for no more than nominal consideration; and
     4. before transfer or assignment:
        1. the proposed transferee signs a deed or contract relating to the transfer or assignment containing provisions under which the proposed transferee agrees to comply with this agreement as if it were the Licensee (including obligations which arose before the transfer or assignment); and
        2. the Licensee provides to the Supplier
           1. a copy of the proposed transfer or assignment document, as well as any related or antecedent documents;
           2. the name, contact details and corporate records of the proposed transferee; and
     5. following transfer or assignment the Licensee provides to the Supplier a copy of the executed transfer or assignment document, as well as any related or antecedent documents.

## Reverse engineering

* 1. Except as expressly permitted by law, the Licensee must not reverse assemble or reverse compile the Software or any part of the Software that is not Source Code.

## Security

* 1. The Licensee will be responsible for protecting the Software at all times from unauthorised access, use or damage.

## Risk

* 1. Risk of loss or damage to the Software and the Media will pass to the Licensee upon delivery of the Software to the Licensee.

## Termination

* 1. For the purpose of this agreement, each of the following is a Terminating Event:
     1. the expiration of the Term;
     2. the breach or threatened breach by either party of any of its material obligations under this agreement;
     3. the appointment of any type of insolvency administrator in respect of the property or affairs of the Licensee;
     4. the entry or proposed entry by the Licensee into any scheme, composition or arrangement with any of its creditors;
     5. the permanent discontinuance of use of the Software or any part of the Software by the Licensee;
     6. any event described in this agreement as a Terminating Event; and
     7. the purchase of the Software by the Licensee pursuant to an agreement between the parties.
  2. This agreement may be terminated immediately on the happening of a Terminating Event at the option of the affected party.
  3. Neither party shall be liable for the consequences of an occurrence of any event beyond its reasonable control.
  4. If a Terminating Event occurs, the Licensee shall immediately on termination return to the Supplier the Software and all copies of the Software, all revisions, enhancements and upgrades of the Software and Media. Alternatively, if the Supplier requests, the Licensee must destroy such Software, copies, revisions, enhancements and up-grades by erasing them from the Media and must certify in writing to the Supplier that they have been destroyed.
  5. Any termination of the Licence shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this agreement which is expressly or by implication intended to continue in force after such termination.

## Implied terms and consumer guarantees

* 1. Any condition or warranty which would otherwise be implied in this agreement by operation of law or statute is excluded to the fullest extent permissible.

## Confidentiality

* 1. A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information.
  2. A party will not be in breach of subclause (a) in circumstances where it is legally compelled to disclose the other party's Confidential Information.
  3. Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this agreement, do not make public or disclose the other party's Confidential Information.
  4. Notwithstanding any other provision of this clause, a party may disclose the terms of this agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

## Dispute Resolution

* 1. All disputes arising out of or in connection with this agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

This clause will survive the termination of this agreement.

# Execution

Executed as an Agreement

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by | )  )  )  ) |  |
|  |  |  |
| Director or Authorised Representative |  | Director or Authorised Representative |
|  |  |  |
| Date |  | Date |

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by | )  )  )  ) |  |
|  |  |  |
| Director or Authorised Representative |  | Director or Authorised Representative |
|  |  |  |
| Date |  | Date |

# Schedule

|  |  |
| --- | --- |
| **Name** | **Description** |
| Software | SpaCy NLP Tools |
| Commencement Date |  |
| Delivery Date |  |
| Licence Fee | $0 |
| Asset Delivery Date | N/A |
| Term | *90 days* |