

# SOFTWARE LICENSE AGREEMENT

**This software license agreement is made and effective from [18/07/2020]**

**BETWEEN :Squarecle** ,a corporation organized and existing under the laws of the Western ,with its head office located at:

**Squarecle has developed certain computer programs and related documentation more particularly described in schedule A attached hereto "Iter" and desires to grant Licensee a license to use the software.**

Whereas,Licensee wishes to use the software under the condition set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensors hereby agree as follows:

## **1. Definitions**

When used in this Agreement, the following terms shall have the respective meaning indicated,such meaning to be applicable to both the singular and plural forms of the terms defined:

## **2. License**

- 2.1 The Licensors hereby grants to the Licensee from the date of supply of the Software to the Licensee until the end of the Term a worldwide, non-exclusive licence to:
  - (a) install a single instance of the Software
  - (b) use a single instance of the Software in accordance with the Documentation
  - (c) create, store and maintain up to [5] back-up copies of the Software
- 2.2 The Licensee may not sub-license and must not purport to sub-license any rights granted without the prior written consent of the Licensors.

**OR**

- 2.3 The Licensee may sub-license the rights granted in Clause 5.1 to [any third party for the purposes of [hosting the Software and supporting the Licensee's use of the Software in accordance with this Agreement only. Any such sub-licence shall automatically terminate upon the termination of the licence in Clause 5.1.

- 2.4 The licence granted by the Licensor to the Licensee in Clause 5.1 is subject to the limitations regarding the number of installations
- 2.5 The Software may only be used by the officers and employees of the Licensee, and the officers and employees of the Licensee's agents, subcontractors, customers, clients, suppliers and service providers.
- 2.6 Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any licence granted under this Clause 5 shall be subject to the following prohibitions:
- (a) the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute] the Software;
  - (b) the Licensee must not alter, edit or adapt the Software; and
  - (c) the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.
- 2.7 The Licensee shall be responsible for the security of copies of the Software supplied to the Licensee under this Agreement or created from such copies and shall use all reasonable endeavours including all reasonable security measures to ensure that access to such copies is restricted to persons authorised to use them under this Agreement.

### **3.Distribution**

Licensee shall not make available nor distribute all or part of the Software or Documentation to any third party by assignment, sublicense or by any other or modify in all whole or in part, any of the Software or Documentation or use the Software to operate as a time sharing, outsourcing in any way allow third party access to the software.

### **4.Installation and Acceptance**

Licensor shall use reasonable efforts to deliver the licensed copies of the Software and Documentation to the location on or about the Target Date. Licensee shall have 30 days from the Delivery Date to perform acceptance testing. Licensee's Acceptance of Software shall occur at the earlier of Licensee's operational use of the Software. If Licensee provides notice to Licensor of any Errors and licensor verifies the alleged Errors, the Software shall be accepted upon Licensor's correction of such errors.

### **5.Price and Payment**

#### **5.1.Price**

- 5.1.1 The Licensee shall pay the Charges to the Licensor in accordance with this Agreement.
- 5.1.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated inclusive of any applicable value added taxes OR exclusive of any applicable

value added taxes, which will be added to those amounts and payable by the Licensee to the Licensor.

- 5.1.3 The Licensor may elect to vary any element of the Charges by giving to the Licensee not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of this Agreement, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 2% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this Clause 4.1.3 or, if no such variation has occurred, since the date of execution of this Agreement, in the Retail Prices Index all items published by the Sri Lankan Office for National Statistics.

## **5.2 payment**

- 5.2.1 The Licensor shall issue invoices for the Charges to the Licensee from time to time during the Term OR on or after the invoicing dates set out in Part 4 of Schedule 1 (Software Licence Particulars).
- 5.2.2 The Licensee must pay the Charges to the Licensor within the period of [30 days] following the issue of an invoice in accordance with this Clause 4 OR the receipt of an invoice issued in accordance with this Clause 4.
- 5.2.3 The Licensee must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque using such payment details as are notified by the Licensor to the Licensee from time to time.
- 5.2.4 If the Licensee does not pay any amount properly due to the Licensor under this Agreement, the Licensor may:
- (a) charge the Licensee interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time] which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month; or
  - (b) claim interest and statutory compensation from the Licensee pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## **OR**

- 5.2.5 If the Licensee does not pay any amount properly due to the Licensor under this Agreement, the Licensor may charge the Licensee interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month. The Licensor acknowledges and agrees that it shall have no right to claim interest or statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and that

its contractual rights under this Clause 4.2.4 constitute a substantial remedy within the meaning of that Act.

## **6. Proprietary Rights**

Licensee acknowledges and agrees that the copyright, patent and all other intellectual property rights in the Software, Documentation and Specifications shall remain the property of licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

## **7. Confidential Information**

Confidential Information, shall mean the Software, Documentation, Specification, and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the confidential information and agrees that it shall not reveal or disclose any confidential information for any purpose to any other person, firm, corporation, or other entity, other than Licensee's employees with a need to know such confidential information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall inform its employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may reasonably be requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential information. Licensee acknowledges and agrees that in the event of the Licensee's breach of this Agreement, Licensor will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of confidential information. This remedy is separate and apart from any other remedy Licensor may

## **8. Unauthorized Disclosure**

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information or any other breach of these confidentiality obligations by Licensee and shall cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

## **9. Warranty**

- 9.1 The Licensor warrants to the Licensee that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 9.2 The Licensor warrants to the Licensee that:
  - (a) the Software as provided will conform in all material respects with the Software Specification;

- (b) the Software will be supplied free from Software Defects and will remain free from Software Defects for a period of at least 12 months following the supply of the Software;
  - (c) the Software will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
  - (d) the Software shall incorporate security features reflecting the requirements of good industry practice.
- 9.3 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.
- 9.4 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- 9.5 If the Licensor reasonably determines, or any third party alleges, that the use of the Software by the Licensee in accordance with this Agreement infringes any person's Intellectual Property Rights, the Licensor may acting reasonably at its own cost and expense:
  - (a) modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any Software Defects into the Software and must not result in the Software failing to conform with the Software Specification; or
  - (b) procure for the Licensee the right to use the Software in accordance with this Agreement.
- 9.6 The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 9.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

## **10.Limitation of Liability**

10.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

10.2 The limitations and exclusions of liability set out in this Clause 9 and elsewhere in this Agreement:

- (a) are subject to Clause 9.1; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

10.3 Neither party shall be liable to the other party OR The Licensor shall not be liable to the Licensee OR The Licensee shall not be liable to the Licensor in respect of any loss of profits or anticipated savings.

10.4 Neither party shall be liable to the other party OR The Licensor shall not be liable to the Licensee OR The Licensee shall not be liable to the Licensor in respect of any loss of revenue or income.

10.5 [Neither party shall be liable to the other party OR The Licensor shall not be liable to the Licensee OR The Licensee shall not be liable to the Licensor in respect of any loss of use or production.

10.6 Neither party shall be liable to the other party OR The Licensor shall not be liable to the Licensee OR The Licensee shall not be liable to the Licensor in respect of any loss of business, contracts or opportunities.

10.7 Neither party shall be liable to the other party OR The Licensor shall not be liable to the Licensee OR The Licensee shall not be liable to the Licensor in respect of any loss or corruption of any data, database or software.

10.8 Neither party shall be liable to the other party OR The Licensor shall not be liable to the Licensee OR The Licensee shall not be liable to the Licensor in respect of any special, indirect or consequential loss or damage

## **11. Term and Termination**

- 11.1 The Licensor may terminate this Agreement by giving to the Licensee not less than 30 days' written notice of termination, expiring at the end of any calendar month OR after the end of the Minimum Term.
- 11.2 The Licensee may terminate this Agreement by giving to the Licensor not less than 30 days' written notice of termination, expiring at the end of any calendar month OR after the end of the Minimum Term.
- 11.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
  - (a) the other party commits any breach OR material breach of this Agreement, and the breach is not remediable;
  - (b) the other party commits a breach OR material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
  - (c) the other party persistently breaches this Agreement irrespective of whether such breaches collectively constitute a material breach.
- 11.4 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
  - (a) the other party:
    - (i) is dissolved;
    - (ii) ceases to conduct all (or substantially all) of its business;
    - (iii) is or becomes unable to pay its debts as they fall due;
    - (iv) is or becomes insolvent or is declared insolvent; or
    - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
  - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
  - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement; or
  - (d) if that other party is an individual:

- (i) that other party dies;
- (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
- (iii) that other party is the subject of a bankruptcy petition or order.

11.5 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if:

- (a) any amount due to be paid by the Licensee to the Licensor under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Licensor has given to the Licensee at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 11.5.

## **12.Effects of termination**

12.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely):

12.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

12.3 For the avoidance of doubt, the licences of the Software in this Agreement shall terminate upon the termination of this Agreement; and, accordingly, the Licensee must immediately cease to use the Software upon the termination of this Agreement.

12.4 Within 10 Business Days following the termination of this Agreement, the Licensee shall:

- (a) return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control containing the Software; and
- (b) irrevocably delete from all computer systems in its possession or control all copies of the Software,

and if the Licensor so requests the Licensee shall procure that [a director of the Licensee] certifies to the Licensor, in a written document signed by that person and provided to the Licensor within 5 Business Days following the receipt of the Licensor's request, that the Licensee has fully complied with the requirements of this Clause 12.4.



### **13.Interpretation**

- 13.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
  - (b) any subordinate legislation made under that statute or statutory provision.
- 13.2 The Clause headings do not affect the interpretation of this Agreement.
- 13.3 References in this Agreement to "calendar months" are to [the 12 named periods (January, February and so on) into which a year is divided].
- 13.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Do you accept all the terms of this license agreement?if you choose "No" setup will be closed

