

SOFTWARE LICENCE AGREEMENT

Location: _____ Date: _____

PARTIES:

Licensor Name: _____

Licensor Address: _____

Licensee Name: _____

Licensee Address: _____

RECITALS:

WHEREAS, Licensor owns the intellectual property rights in the software product described herein (the “Software”); and WHEREAS, Licensee desires to obtain a licence to use the Software on the terms and conditions set forth in this Agreement; and WHEREAS, Licensor agrees to grant such a licence subject to the terms and conditions of this Agreement.

1. GRANT OF LICENCE

Licensor hereby grants to Licensee a non-exclusive, non-transferable licence to use the Software strictly in accordance with the terms of this Agreement and applicable laws of Australia. Licensee shall not sublicense, distribute, or otherwise transfer the Software without prior written consent of Licensor.

2. LICENCE RESTRICTIONS

Licensee shall not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works from the Software except to the extent expressly permitted by applicable law or with prior written consent of Licensor.

3. INTELLECTUAL PROPERTY RIGHTS

All title, ownership rights, and intellectual property rights in the Software and any copies remain with Licensor. Licensee acknowledges that it obtains only a limited licence and no ownership rights under this Agreement.

4. LICENSE FEE

Licensee shall pay to Licensor the licence fee as specified in a separate written invoice or schedule. All payments shall be made in Australian Dollars (AUD) and are exclusive of any taxes, which shall be borne by Licensee.

5. TERM AND TERMINATION

This Agreement shall commence on the effective date and continue until terminated by either party upon thirty (30) days written notice. Licensor may terminate immediately for breach of any term herein. Upon termination, Licensee shall cease all use of the Software and destroy all copies.

6. WARRANTY DISCLAIMER

The Software is provided 'as is' without any representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement of third party rights.

7. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Licensor shall not be liable for any indirect, special, incidental, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility thereof. Licensor's total liability shall not exceed the amount of fees paid by Licensee under this Agreement.

8. INDEMNITY

Licensee agrees to indemnify, defend, and hold harmless Licensor from any claims, liabilities, damages, losses, or expenses arising out of Licensee's use of the Software or breach of this Agreement.

9. CONFIDENTIALITY

Each party shall keep confidential and not disclose to any third party any confidential information received from the other party except as required by law or agreed in writing. Confidential information does not include information that is public, known prior to disclosure, or independently developed.

10. EXPORT COMPLIANCE

Licensee agrees to comply with all applicable export laws and regulations and shall not export or re-export the Software without all required governmental approvals.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of Australia for any disputes arising out of or in connection with this Agreement.

12. ASSIGNMENT

Licensee may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Licensor. Licensor may assign this Agreement without consent to any successor.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

14. AMENDMENTS

No amendment or modification to this Agreement shall be binding unless in writing and signed by authorized representatives of both parties.

15. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. NOTICES

All notices under this Agreement shall be in writing and deemed received when delivered personally, by registered post, or by email to the addresses set forth above or as otherwise notified.

17. WAIVER

Any waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other breach or provision.

18. RELATIONSHIP OF PARTIES

Nothing in this Agreement creates a partnership, agency, joint venture, or employment relationship between the parties.

19. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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