

SOFTWARE LICENCE AGREEMENT

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SOFTWARE LICENCE AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: **V1** (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), doing business as (*business name*);

OR

V2 (*corporate name*), a legal person duly incorporated under the *Act (name of statute under which the corporation was incorporated)*, having its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number in accordance with the *Act (name of the applicable statute governing the legal registration of the corporation)*;

V2.1 (Authorized Representative) (to be added after V2, if applicable)

, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, as he/she so declares;

V2.2 (Authorized Representative by Resolution) (to be added after V2, if applicable)

, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as indicated in the resolution of the sole director [**OR** board of directors], attached hereto as Schedule A;

OR

V3 (*common business name*), [a general partnership], **OR** [a limited partnership represented by (*name of its general partner*), its general partner] **OR** [an undeclared partnership], **OR** [a joint venture], **OR** [a collaboration], **OR** [a group of persons] exercising an organized economic activity of a commercial nature, duly formed under the [..... *Act (identify applicable statute)*] **OR** [*Civil Code of Québec*] **OR** [applicable general law], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number in accordance with the *Act (name of the applicable statute governing the legal registration of the corporation)* represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares **OR** [as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as

OWNER	LICENSEE

indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], **OR** [as indicated in the resolution of the members of the group of persons], attached hereto as Schedule A;

HEREINAFTER REFERRED TO AS THE “OWNER”;

AND:, *(identify licensee)*;

HEREINAFTER REFERRED TO AS THE “LICENSEE”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The OWNER conceived and developed a *(describe the application)* software, which it markets by itself through the granting of licences;
- (B) The LICENSEE wishes to use the software in connection with its activities and to retain the OWNER’s services for the start-up, training and maintenance of the software;
- (C) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- (D) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this Agreement [and in any ancillary or subordinate documentation] will be interpreted as follows:

OWNER	LICENSEE