INTERNATIONAL SOFTWARE LICENSE AGREEMENT TEMPLATE

The International Software License Agreement Template used by companies that own a software (Licensors) to assign their use to end users (Licensees) located in other countries. The main feature of this type of agreement is that the granting of the license does not include transferring the ownership of the software; in other words, the Licensor still owns the software. In this International Software License Agreement, certain general terms and conditions (installation, duration, price and form of payment, warranty, etc.) are established based on technical concepts used in the Agreement.

INTERNATIONAL SOFTWARE LICENSE AGREEMENT

DATE: ....

BETWEEN:

.... [*company legal name*] whose registered office is at ....
[*address, city and country*] and registration/fiscal number is
....represented by .... [*name and surname, position*] (hereinafter, referred to as the "Licensor"),

AND:

.... [*company legal name*] whose registered office is at ....
[*address, city and country*] and registration/fiscal number is ....
represented by .... [*name and surname, position*]
(hereinafter, referred to as the "Licensee"),

RECITALS

WHEREAS, the Licensor has developed certain computer programs and related documentation more particularly described in Annex 1 attached hereto (the "Products") and wishes to grant the Licensee a license to use the Software.

WHEREAS, the Licensee wishes to use the Software under the conditions set forth in this Agreement.

PARTIES AGREE as follows:

1. DEFINITIONS

When used in this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Acceptance" of Software means completion of the acceptance testing process set forth in Clause 3 of this Agreement.

"Agreement" includes this Agreement and its Annexes.

"Calendar day" means any day including a Saturday, Sunday or a public holiday in the Territory.

"Delivery Date" is the date on which Licensor delivers the Software to the Licensee.

"Designated Environment" means the computer equipment and software operating system described in Annex 2.

"Documentation" means the user, system and installation documentation for the Software.

"Error" means a material failure of the Software to function in conformity with the Specifications.

"License" means the license granted by Licensor to Licensee to use the Software and Documentation in accordance with the terms and conditions of this Agreement.

"Licensed Copies" means the number of copies of the Software and Documentation being licensed to the Licensee.

"Location(s)" means Licensee's offices at the location(s) specified in Annex 3.

"Maintenance Agreement" means the Software Maintenance Agreement between the Parties effective as of the date of this Agreement.

"Price" means the License Fees Licensee shall pay as specified in Annex 4.

"Annex" refers to any annex attached to this Agreement, or any subsequently prepared document which the Parties agree in writing to be considered an Annex.

"Software" means the computer programs specified in Annex 1 in machine-readable, object code form, and any computer programs delivered to the Licensee in machine-readable, object code form as Maintenance Releases and Product Releases (as these terms are defined in the Maintenance Agreement).

"Specifications" means Licensor's current published Product Release Definitions.

"Target Date" means the date set forth by which Parties anticipate delivery of the Software.

"Warranty Period" means .... [*insert number, usually 12*] months days from the date of Acceptance.

2.   SOFTWARE LICENSE

2.1 License

Licensor grants Licensee a non-exclusive, non-transferable license to:

(1) use the Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment, and

(2) copy the Software and Documentation for archive or backup purposes only, provided that all titles, trademarks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and that all copies shall be subject to the terms of this Agreement.

2.2 Distribution

Except as explicitly provided herein, the Licensee shall not:

(1) make available nor distribute all or part of the Software or Documentation to any third party by assignment, sublicense or by any other means;

(2) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software or Documentation; or

(3) use the Software to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Software.

3.   INSTALLATION AND ACCEPTANCE

Licensor shall use reasonable efforts to deliver the Licensed Copies of the Software and Documentation to the Location(s) on or about the Target Date. The Licensee shall have ....[*insert number, usually 30*] calendar days from the Delivery Date to perform acceptance

testing. The Licensee's Acceptance of the Software shall occur on either Licensee's operational use of the Software, or the expiration of ....[*insert number, usually 30*] calendar days from the Delivery Date without the provision of notice by Licensee to Licensor of any Error(s), which is earlier. If the Licensee provides notice to Licensor of any Error(s) and Licensor verifies the alleged Error(s), the Software shall be accepted upon Licensor's correction of such Error(s).

4. PRICE AND PAYMENT

4.1 Price

The Licensee shall pay the Price in accordance with the payment plan set forth in Annex 2. Licensor shall invoice any additional costs reasonably incurred by Licensor in the delivery of the Software as they are incurred. Payment shall be made by Licensee to Licensor in full without any right of set-off or deduction, and the Licensee shall pay the Price and such costs within ....[*insert number, usually 30*] calendar days from the date of invoice.

4.2 Currency

The Price will be paid in .... [*insert currency*]

4.3 Tax

The Licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's income. In the event that Licensor pays any such taxes on behalf of the Licensee, Licensor shall invoice the Licensee for such taxes and the Licensee agrees to pay such taxes in accordance with this Agreement.

4.4 Interest

Failure by the Licensee to pay any amounts invoiced under this Agreement in full in accordance with this Agreement shall make the Licensee liable to pay Licensor interest at the rate of [%] per month on the remaining amount due, or at the highest amount permitted by applicable law such interest to accrue on a daily basis after as well as before any judgment relating to collection of the amount due.

....

This is a sample of 4 pages out of 13 of the International Software License Agreement.

To get more information about this contract click here:

➡️ **INTERNATIONAL SOFTWARE LICENSE AGREEMENT**

USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.

- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the contract blank spaces appear with dots (.......................) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (........) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within .... [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (........).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.........) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be .... [*city and country*]. In this case the user must insert in the blank space (...........) the city and country chosen to conduct the arbitration and afterwards eliminate the bracketed text [city and country].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:
- Party 1 .... [*insert full address*].
- Party 2 .... [*insert full address*].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in a Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but cal also arise the need to sign more copies. In this case all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in ...... copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules establish by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

INTERNATIONAL CONTRACTS TEMPLATES

INTERNATIONAL CONTRACTS IN ENGLISH

- International Sale Contract
- International Distribution Contract
- International Commercial Agency Contract
- International Sales Representative Agreement
- Intermediary Contract for Trade Operations
- International Joint Venture Contract
- International Strategic Alliance Agreement
- International Franchise Contract
- International Services Contract
- International Consulting Contract
- International Technology Transfer Agreement
- International Trademark License Agreement
- International Supply Contract
- International Manufacturing Contract
- International Buying Agent Contract
- Logistics Services Contract
- Export Contract
- Confidentiality Agreement
- Expatriate Contract of Employment
- Memorandum Understanding International distribution
- Memorandum of Understanding for Joint Venture

- **Pack 10 Contracts in English**
- **Pack All Contracts in English**

INTERNATIONAL CONTRACTS IN SPANISH

- Contrato de Compraventa Internacional
- Contrato de Distribución Internacional
- Contrato de Agencia Comercial Internacional
- Contrato de Representación Comercial Internacional
- Contrato de Intermediación Comercial Internacional
- Contrato de Joint Venture Internacional
- Contrato de Alianza Estratégica Internacional
- Contrato de Franquicia Internacional
- Contrato Internacional de Servicios
- Contrato Internacional de Consultoría
- Contrato Internacional de Transferencia de Tecnología
- Contrato Internacional de Licencia de Marca
- Contrato Internacional de Suministro
- Contrato Internacional de Fabricación
- Contrato de Agente de Compras Internacional
- Contrato de Servicios Logísticos
- Contrato de Exportación
- Contrato de Confidencialidad
- Contrato de Trabajo para Expatriado
- Memorándum Entendimiento Distribución Internacional
- Memorándum de Entendimiento para Joint Venture

- **Pack 10 Contratos en Español**
- **Pack Todos los Contratos en Español**

INTERNATIONAL CONTRACTS IN FRENCH

- Contrat de Vente Internationale
- Contrat de Distribution Internationale
- Contrat d´Agent Commercial International
- Contrat de Représentation Commerciale Internationale
- Contrat de Joint Venture Internationale
- Contrat de Franchise Internationale
- Contrat International de Services
- Contrat International d´Approvisionnement
- Contrat International de Fabrication
- Contrat de Confidentialité
- Protocole d´Accord pour Distribution Internationale
- Protocole d´Accord pour Joint Venture Internationale

- **Pack Tous les Contrats en Français**

INTERNATIONAL CONTRACTS IN GERMAN

- Internationaler Kaufvertrag
- Internationaler Vertriebsvertrag
- Internationaler Handelsvertretervertrag
- Internationaler Vertretungsvertrag
- Internationaler Joint Venture Vertrag
- Internationaler Franchisevertrag
- Internationaler Dienstleistungsvertrag
- Internationaler Liefervertrag
- Internationaler Herstellungsvertrag
- Geheimhaltungsvereinbarung
- Absichserlärung Internationalen Vertriebsvertrag
- Absichserlärung Joint Venture

- **Pack Alle Verträge in Deutscher**

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