



LexisNexis®

B2B software licence agreement (in favour of licensee)

Description: This is a precedent agreement for the licensing of software to a website operator. It is drafted broadly in favour of the licensee (the website operator).

Author: Adrian Lawrence
BA (Syd) LLB (Hons) (Syd) LLM (Syd)

Allison Manvell
BMus (UQ) LLB (USyd)

Alexandra Morrissey
BA (UNSW) LLB (Hons) (UTS)

A collection of authoritative precedents from your most trusted source is available on <http://www.lexisnexis.com/store/precedents>.

This precedent is also available via subscription to the LexisNexis product the [Australian Encyclopaedia of Forms and Precedents](#).

This document is provided to you pursuant to our Terms & Conditions available on the LexisNexis website. You agree to use the document and its contents in accordance with those terms for the limited purpose of research, giving professional advice to clients, assistance in drafting of agreements, submissions, reports and other like documents in the ordinary course of your business. You agree not to distribute, display, on-sell or transmit this document for any purpose except as permitted above.

The document is prepared by the author and is not intended to and does not constitute legal advice whatsoever. Neither LexisNexis nor the author warrants that this document is fit for any specific purpose or is free of any, errors, omissions or defects. You should satisfy yourself that it is appropriate for your own intended use. Neither LexisNexis nor the author accept any liability, loss or damages resulting from or connected with the use of the document.

This Agreement is dated *[insert date]*.

BETWEEN:

[insert Licensor's details] (ABN *[insert]*) of
[insert Licensee's details] (ABN *[insert]*) of

RECITALS:

- A. The Licensor owns certain comput
- B. The Licensor has agreed to grant its associated documentation on th

OPERATIVE PROVISIONS:

1. **Definitions and interpretation**

In this Agreement, unless the conte

Commencement Date means *[ins*

Confidential Information means connection with this Agreement w of its disclosure or ought reasonab the manner of its disclosure, but ex

- (a) information that enters the p than through a breach of this
- (b) information developed indep

Documentation means any and a by the Licensor for use with the online.

Fees means the fees calculated in

Force Majeure Event means any e

GST has the meaning given in A N any other similar tax.

Intellectual Property Rights me patents, trade marks, design rights a similar nature, whether registrab for registration or rights to make su

Licensed Software means the *[* delivered to the Licensee by the Lic

Moral Rights has the meaning g similar rights existing in other coun

Term means *[insert]*.

Website means *[insert name of we*

Unless the context requires otherw

- (a) a reference to a person inclu
- (b) the singular includes the plu
- (c) headings are for convenienc the interpretation of this Agreement,

LexisNexis Sample