

SOFTWARE LICENSING AGREEMENT

Jurisdiction: _____ Effective Date: _____

Licensor Information:

Legal Name: _____

Business Number / Registration No.: _____

Address: _____

Contact Phone/Email: _____

Licensee Information:

Legal Name: _____

Business Number / Registration No.: _____

Address: _____

Contact Phone/Email: _____

Licensed Software:

Name and Version: _____

Description: _____

License Grant and Restrictions:

Grant of License: _____

Permitted Use: _____

Restrictions: _____

Fees and Payment Terms:

License Fee: _____ CAD

Payment Schedule: _____

Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: 'Software' means the licensed software identified above, including any updates or upgrades provided under this Agreement; 'Licensee' means the party receiving the license; 'Licensor' means the party granting the license.

Clause 2 – Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the Software solely for Licensee's internal business purposes, subject to the terms and conditions of this Agreement.

Clause 3 – Restrictions

Licensee shall not: (a) copy, modify, distribute, sell, or lease any part of the Software; (b) reverse engineer, decompile, or attempt to extract the source code of the Software; (c) sublicense, assign, or transfer the Software or this Agreement without prior written consent from Licensor.

Clause 4 – Ownership

Licensor retains all right, title and interest in and to the Software, including all intellectual property rights. Licensee obtains no ownership rights under this Agreement.

Clause 5 – Fees and Payment

Licensee shall pay Licensor the License Fee as specified above. All payments shall be made in Canadian dollars and are non-refundable. Late payments shall accrue interest at the rate permitted by applicable Canadian law.

Clause 6 – Term and Termination

This Agreement shall commence on the Effective Date and remain in effect until terminated by either party upon thirty (30) days written notice. Licensor may terminate immediately if Licensee breaches any material term of this Agreement.

Clause 7 – Effects of Termination

Upon termination, Licensee shall immediately cease all use of the Software and destroy all copies in its possession or control. Termination shall not relieve Licensee from paying any fees accrued prior to termination.

Clause 8 – Confidentiality

Each party agrees to maintain the confidentiality of all proprietary information disclosed under this Agreement and not to use such information except as authorized herein.

Clause 9 – Warranties and Disclaimers

Licensor warrants that it has the right to grant the license herein. THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Clause 10 – Limitation of Liability

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Clause 11 – Indemnification

Licensee agrees to indemnify and hold harmless Licensor from and against any and all claims, damages, liabilities, costs, and expenses arising out of Licensee’s use of the Software in violation of this Agreement.

Clause 12 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the courts located in Toronto, Ontario.

Clause 13 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered by hand, courier, registered mail, or electronic mail to the respective parties at their addresses set forth above.

Clause 14 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including acts of God, war, strikes, or governmental actions.

Clause 15 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

Clause 16 – Amendments

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

Clause 17 – Severability

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

Clause 18 – Waiver

Failure by either party to enforce any right or provision of this Agreement shall not constitute a waiver of future enforcement of that right or provision.

Clause 19 – Assignment

Licensee may not assign or transfer its rights or obligations under this Agreement without prior written consent of Licensor.

Clause 20 – Counterparts and Electronic Signatures

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

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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