

## SOURCE CODE LICENSE AGREEMENT

This Source Code License Agreement (the "**Agreement**") is effective [DATE]:

**BETWEEN:** [YOUR COMPANY NAME] (the "**Licensor**"), a company incorporated under provisions of the Indian Companies Act, 2013, with its registered office located at:

[YOUR COMPLETE ADDRESS]

**AND:** [COMPANY NAME] (the "**Licensee**"), a company incorporated under provisions of the Indian Companies Act, 2013, with its registered office located at:

[COMPLETE ADDRESS]

WHEREAS Licensor and Licensee have entered into a license agreement dated [DATE] (the "**License Agreement**"), under which Licensor agreed to provide maintenance and support to Licensee for certain software developed by Licensor (the "**Licensed Software**").

WHEREAS Licensor agrees to provide, and Licensee agrees to receive, those source code materials as more particularly described in this agreement in order that Licensee may provide for its own internal requirements to maintain and support the Licensed Software.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Licensor and Licensee agree as follows:

### 1. DEFINITIONS

In this Agreement, except where the context or subject matter is inconsistent therewith, the following terms shall have the following meanings:

"Business Day" means any day, other than a Saturday, Sunday, statutory or civic holiday in [COUNTRY/STATE/PROVINCE];

"Delivery" means either the Initial Delivery or Subsequent Delivery;

"Initial Delivery" has the meaning attributed to it in paragraph 2.1;

"Intellectual Property Rights" includes patents, trade marks, service marks, registered designs, integrated circuits topography, including applications for any of the foregoing, as well as copyright, design right, know-how, confidential information, trade secrets and any other similar rights in any country.

"Licensed Software" means, at any time, that version of the computer software then licensed to the Licensee under the License Agreement [including that version of any associated compiler programs, utility programs and library functions, including all corrections, changes, improvements and enhancements thereto as more particularly described in Schedule [SPECIFY] hereto];

"[Licensee's Certificate]" means a certificate in the form attached as Schedule [SPECIFY] hereto executed by any [NUMBER] senior officers of the Licensee;

"Source Code Materials" means a complete copy of the source code version of the Licensed Software in machine-readable form on machine-readable storage medium suitable for long term storage and compatible with the computer system being used by Licensee and which, when compiled, will produce the object code version of the Licensed Software, and in human readable form with annotations on bond paper; and all applicable documentation and other explanatory materials, if any, in Licensor's possession, including any programmer's notes, technical or otherwise, for the Application Software as may be reasonably required by Licensee using a competent computer programmer possessing ordinary skills and experience, to further develop, maintain and operate the Application Software without further recourse to [COMPANY NAME] including, but not necessarily limited to, general flowcharts, input and output layouts, field descriptions, volumes and sort sequence, data dictionary, file layouts, processing requirements and calculation formula and the details of all algorithms.

**OMITTED**

**“You can contact us at for a customized agreement and legal advice”**

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