

NZ-IPipp08

IP licence agreement: to use specialist system

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Schedule 1 Description of the [\[HR System\]](#)

[illegible]

- [illegible]

3. Warranties for authority

The Licensee warrants that:

- 3.1. it has power to enter [].
- 3.2. it is not aware of anything within  .

[illegible]

6. Licensor's representations as to Intellectual property

[illegible]

- [illegible]

7. The Licence

- 7.1. The Licensee acknowledges that the Licensor owns all right, title and interest in and to the Licensed Material, including any intellectual property rights, and that the Licensee is not entitled to use the Licensed Material for any purpose other than the Use Allowed. The Licensee agrees to indemnify the Licensor for any and all claims, damages, costs and expenses, including reasonable attorneys' fees, that the Licensor may incur as a result of the Licensee's use of the Licensed Material.
- 7.2. Subject to payment of the Licence Fee and to the other terms and conditions of this License, the Licensee is granted a non-exclusive, non-transferable, non-sublicensable license to use the Licensed Material for the Use Allowed for an initial term of one year, with the option to renew the license for additional one-year terms upon payment of the Licence Fee. The license shall terminate if the Licensee fails to pay the Licence Fee by the due date or if the Licensee breaches any of the terms and conditions of this License.
- 7.2.1 not sub-licensable;
- 7.2.2 non-exclusive;
- 7.2.3 for an initial term of one year, with the option to renew the license for additional one-year terms upon payment of the Licence Fee;
- 7.2.4 restricted to use for the Use Allowed.

- 8.4. The Licensee may not remove any identification [REDACTED]
[REDACTED]
[REDACTED] [REDACTED].
- 8.5. Every publication or appearance of any part of the [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

9. Freedom to use

[illegible]

- [illegible]

10. Protection of [HR System]

The Licensee agrees that it will:

- [illegible]

OR

OR

- 10.5. not represent that the Licensee is the owner or [REDACTED]
[REDACTED] [REDACTED]
[REDACTED];

- [illegible]

- 10.9. not publish any , ..
..... :

11. Third party infringement

- 11.1. If either party becomes in any way aware of any [REDACTED]
[REDACTED], [REDACTED].
- 11.2. The Licensor shall have the first right, but not the [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED].
- 11.3. The Licensor must notify the Licensee within [28] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 11.4. The Licensee agrees to co-operate with the Licensor in any litigation or
other enforcement action that the Licensor [REDACTED]
[REDACTED] [REDACTED]. [REDACTED]
[REDACTED] - [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
- 11.5. All reasonable lawyers' fee and other expenses incurred by the
Licensee in [REDACTED] - [REDACTED]
[REDACTED] [REDACTED]
[REDACTED].
- 11.6. The Licensee shall have the right to participate [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 11.7. The Licensee shall have no recourse against the Licensor arising out of
the Licensor's handling of or decisions concerning [REDACTED]
[REDACTED]. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED].
- 11.8. If the Licensor fails to take action on a matter which affects or may [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]. [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED].

13.2. If the Licensee has asked the Licensor to remember the Licensee's credit card details in readiness for the Licensee's next

[illegible]

- ## 15. Material the Licensee may post to Licensor's Website

[illegible]

[illegible]

15.2. The Licensee may not upload material which contains:

[illegible][illegible][illegible]

15.2.4 inaccurate, false, or misleading information;

[illegible][illegible]

16. Disclaimers and limitation of liability

16.1.

[illegible]

16.2.1 useful to the Licensee;

16.2.2 of satisfactory quality;

16.2.3 fit for a particular purpose;

16.2.4 ■■■■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■
■■■.

16.3.

[illegible]

16.5. _____
_____, _____,
_____ \$ [10 ,
000]. _____
_____.

16.6.1 indirect or consequential loss; or

16.7. ■■■■■■■■■■ (■■■■■■■■■■) ■■■■■■■■■■
 ■■■■■■■■■■) ■■■■■■■■■■
 ■■ , ■■■■■■■■■■ (■■■■■■■■■■ ■■■■■■■■■■
 ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ 2017 , ■■■■■
 ■■■■■■■■■■

[illegible]

17.2. its breach of this agreement;

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[illegible][illegible]

18. Copyright and other Intellectual Property

[illegible][illegible][illegible]

18.3.1 immediately stop using the [\[HR System\]](#);

[illegible][illegible][illegible][illegible][illegible]

[illegible][illegible][illegible][illegible]

[illegible][illegible]

Schedule 1: Description of the **[HR System]**

Explanatory notes:

IP licence agreement: to use specialist system

Paragraph specific notes:

Notes referring to specific paragraphs

1. Definitions

[illegible][illegible][illegible][illegible]

2. Interpretation

[illegible]

3. Warranties for authority

[illegible]

4. Relationship of parties

We have no comment.

5. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or website or what was said. These provisions are more important in an international trade agreement, when another country may have slightly different law on, for example, implied conditions. If other documents are to be relied

6. Licensor's representations as to Intellectual Property

This is your document. You do not have to offer anything more than the barest of licences. However, we assume that your counter party is as intelligent and well advised as you are. If so, he will require confirmation of some of these points. You can edit now, or take them out and put some back only after your counter party has

7. The Licence

[illegible]

If your product is extremely specialist, you could be able to control to whom it is assigned, but if, as we expect, it is to be incorporated into some other product ■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■
■■■■■³.

[illegible]

8. Limitations and permissions on Licences

These points are matters for your choice. You can delete what

The definition of “Limitations and permissions” refers also to your website. We assume that the licensee will be asked to make choices, ■■■■■■■■, ■■

9. Freedom to use

10. Protection of [HR System]

11. Third party infringement

12. Renewal payments

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16. Disclaimers and limitation of liability

[illegible]

You will see
.

17. Indemnity by Licensee

Very widely worded to .

18. Copyright and other Intellectual Property

Although you cannot prevent some person from acting maliciously or unlawfully, this paragraph is drawn to give you the

19. Confidential Information

[illegible]

20. The measure of damages

[illegible]

The second sub-paragraph also reinforces what may already be the

21. Termination

22. Miscellaneous matters

Schedule 1 Description of the [HR System]

End of notes