

UK-IPipp08

## **IP licence agreement: to use specialist system**

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





- [illegible]

### 3. Warranties for authority

The Licensee warrants that:

- [illegible]



## 6. Licensor's representations as to Intellectual property

The Licensor \_\_\_\_\_:

- [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.
- 7.2. Subject to payment of the Licence Fee and to the other terms of the Licence, 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, which shall be automatically renewed for successive one-year terms unless the Licensee gives written notice to the Licensor at least 60 days before the end of the term.
- 7.2.1 not sub-licensable;
- 7.2.2 non-exclusive;
- 7.2.3 for an initial term of one year, which shall be automatically renewed for successive one-year terms unless the Licensee gives written notice to the Licensor at least 60 days before the end of the term;
- 7.2.4 restricted to use for the Use Allowed.
- 7.3. The Licence may not be assigned, transferred, sublicensed or otherwise disposed of without the prior written consent of the Licensor:
- 7.3.1 that the Licensor approves the Licensee's use of the Licensed Material for the Use Allowed (including any modification, adaptation, or derivative work) for the Use Allowed;









- 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]  
[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]  
[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]  
[REDACTED].
- 11.8. If the Licensor fails to take action on a matter which affects or [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED], [REDACTED], [REDACTED].
- 11.9. The Licensee may at any time discontinue [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

[illegible][illegible]

## 12. Renewal payments

[illegible]

*OR*

12.2. At expiry of the Licensee's annual subscription the Licensor will automatically take payment from the Licensee's [ ] .

### 13. Security of the Licensee credit card

13.1. The Licensor will take care to make the Licensor's website safe for the Licensee to use.

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

#### 14. Payment on running credit account

[illegible]

- [illegible]

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

In this paragraph “Website” [ ] .

[ ] .

[REDACTED]  
[REDACTED], [REDACTED] [REDACTED]  
[REDACTED] [REDACTED]:

[REDACTED]

- [illegible]





[illegible]

## 18. Copyright and other Intellectual Property

[illegible]

18.2.  $\begin{bmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 & 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 & 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 & 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 & 41 & 42 & 43 & 44 & 45 & 46 & 47 & 48 & 49 & 50 & 51 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100 \end{bmatrix}$

[illegible]

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

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



## 19. Confidential Information

## 20. The measure of damages

[illegible][illegible]

## 21. Termination

.....  
.....  
.....:

[illegible][illegible]

21.3.  $\begin{bmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 & 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 & 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 & 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 & 41 & 42 & 43 & 44 & 45 & 46 & 47 & 48 & 49 & 50 & 51 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100 \end{bmatrix}$

## 22. Miscellaneous matters

[illegible]

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



[illegible][illegible]

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

## Explanatory notes:

## IP licence agreement: to use specialist system

## General notes

## 1. Recognition of our copyright in this document

We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net

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■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

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Please contact our support team at [support@netlawman.co.uk](mailto:support@netlawman.co.uk) for further information.

### Paragraph specific notes:

### Notes referring to specific paragraphs

## 1. Definitions

[illegible]

The definition relating to the subject matter of the agreement requires particular care on your part. We have named your package “HR System”. You should now find and replace ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ ,  
■■■■■■■■■■.

You may also have to differentiate between the name you give to the package and any other name you might use to sell your own products. Be careful to avoid accidentally including in the definition of what you are selling, a name or

[illegible][illegible][illegible]

We have no comment.

[illegible]

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



[illegible]

## 8. Limitations and permissions on Licences

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

[illegible]

When you grant the licence, you specify exactly what it covers. This paragraph places additional restrictions on the licensee in many areas. We suggest that

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[illegible]

## 11. Third party infringement

Whether or not you need this paragraph depends entirely on what form your product takes. If it is immediately incorporated in your licensee's own product, . ,

[illegible]

## 12. Renewal payments

This paragraph is a clear option: in or out. If you take payment monthly, ■■■  
■ . ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■  
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

We have provided for auto renewal of the licence provision. In law that provision is void unless the licensee has agreed to it in advance you cannot unilaterally renew a contract. However, if you


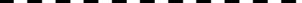
The best way to deal with this issue is to provide a warning to the licensee about four weeks before you take payment, with a copy of

### 13. Security of the Licensee credit card

This paragraph is more for information than contractual commitment. We have included it here because many users ■■■■■■■■■■■■■■■■■■■■■■,

For payment you may have various alternatives like the ■■■■, ■■■■■■  
■■■■■■■. ■■■■■■■■■■■■■■■■■■■■.

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

You will see   
.

## 18. Copyright and other Intellectual Property

## 19. Confidential Information

## 20. The measure of damages

[illegible]

## 21. Termination

## 22. Miscellaneous matters

Rights of Third Parties Act -

[illegible]