

DATED 1st December 2025

AGILE PROFESSIONAL GROUP LTD (Licensor) (1)

and

[] (Licensee) (2)

## Software Licence

**This licence agreement** is dated 1st December 2025

It is executed between us,

- a. AGILE PROFESSIONAL GROUP LTD (a company incorporated and registered in England and Wales with company number 12500440 whose registered office is at 51 52 Calthorpe Road, Birmingham, United Kingdom, B15 1TH (called 'the Licensor' in this agreement).
- b. [] (a company incorporated and registered in England and Wales with company number [] whose registered office is at [] (called 'the Licensee' in this agreement).

Within this agreement, we agree that:

**As** the Licensor, we own the Software (defined below).

We have agreed to license the Software to you, the Licensee, on the terms set out in this licence agreement.

## Agreed terms

The terms agreed here (including the attached Additional Terms and Conditions at Annex 1 and all other attached annexes), set out the basis on which these agreed terms will operate.

### 1. Definitions and interpretations

- 1.1. If any word, phrase or explanation used within this agreement is not clear, it will be defined and interpreted according to the definitions and interpretations set out in these Additional Terms and Conditions at Annex 1.

### 2. Licence

The Licensor grants to the Licensee a non-exclusive right to use the Software and the Documentation for the Term.

### 3. Delivery

- 3.1. The Licensor shall deliver and install one copy of the Software electronically.
- 3.2. The Licensee shall provide the Licensor with reasonable assistance for the Acceptance Tests.

### 4. Fees

- 4.1. The Licensee shall pay the Licensor the Licence Fee.
- 4.2. The Licence Fee shall be payable:
  - a. monthly/quarterly in advance, commencing on signature of this agreement .

### 5. Term

This agreement shall commence on the Commencement Date and, subject to Annex 1, clause 6 (Termination), shall continue for a period of years .

**This agreement has been entered into on the date stated at the beginning of it.**

Signed by []

.....  
Authorised signatory

for and on behalf of the **Licensor**

AGILE PROFESSIONAL GROUP LTD

Signed by []

.....  
Recipient Signature

for and on behalf of the **Licensee**

[]

## Annex 1 - Additional terms and conditions

### 1. Definitions and Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.

**Acceptance:** when the Software is deemed to have been accepted by the Licensee under clause 3.6.

**Acceptance Date:** the date of Acceptance.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** the date of this agreement .

**Documentation:** any guide or other information made available by the Licensor (in printed or digital form) relating to the use of the Software.

**Licence Fee:** the fee for the licence.

**Software:** the software programme (in object code form) detailed in Annex 2.

**Specification:** the technical specification for the Software as published by the Licensor

**Term:** the terms of the agreement specified in clause 5 of the main body of this agreement.

- 1.2. Clause and Annex headings shall not affect the interpretation of this agreement.

- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4. The Annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Annexes.

- 1.5. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.6. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

- 1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.8. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

- 1.9. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

- 1.10. A reference to **writing** or **written** includes email.

- 1.11. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. Warranty

- 2.1. The Licensor warrants that the Software will for a period of [] days from Delivery/Acceptance (**Warranty Period**) conform to the Specification.

- 2.2. Provided the Licensee notifies the Licensor promptly, within [] Business Days, of any defect or fault in the Software causing such non-conformity, then subject to clause 2.4 of this Annex 1, the Licensor will remedy it free of charge.

- 2.3. If it is not practical for the Licensor to remedy this non-conformity due to commercial or technical reasons, the Licensor may terminate this agreement and will refund the licence fee to the Licensee, on return of the Software.
- 2.4. The Licensor shall have no liability to remedy any non-conformity caused by:
- a. the Licensee or any third party modifying the Software;
  - b. the Licensee's improper use of the Software;
  - c. the use of the Software for a purpose for which it was not designed.
- 2.5. The Licensor does not warrant that the use of the Software will meet the Licensee's data processing requirements or that it will be uninterrupted or error-free.
- 2.6. Except as provided above, all warranties (express or implied) in respect of the Software are excluded.

### 3. Intellectual Property Rights

- 3.1. The Licensor warrants that, as far as it is aware the Software does not infringe the intellectual property rights of any third party.
- 3.2. If the Licensee becomes aware of any claim by a third party that the Software infringes its intellectual property rights, it will promptly give written notice to the Licensor
- 3.3. If the Licensor becomes aware of any such claim, it may at its own option and its own cost either:
- a. procure the necessary rights to enable the Licensee to continue to use the Software; or
  - b. modify the Software so that it no longer infringes; or
  - c. if it is not possible to achieve option (a) or (b) above for technical or commercial reasons, it may terminate this agreement and refund to the Licensee such portion of the licence fee as represents the unexpired term of the agreement.
- 3.4. Clause 3.3 shall be the Licensee's sole remedy in respect of any third-party infringement claim.

### 4. Copying the Software

- 4.1. The Licensee acknowledges that all intellectual property rights in the Software and Documentation belong to the Licensor.
- 4.2. The Licensee shall not, except as permitted by sections 50B and 50BA of the Copyright, Designs and Patents Act 1988 (as amended), copy, adapt or decompile the whole or any part of the Software.

### 5. Termination

Either party may terminate this agreement by giving notice to the other party if that other party:

- a. commits a material breach of this agreement and, if the breach is capable of being remedied, fails to remedy it within [] days after receipt of a written notice specifying the breach and requiring it to be remedied;
- b. fails to pay any sum payable by it under this agreement within [] days of the due date for payment;
- c. is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or otherwise becomes insolvent, or suspends making payments to all, or any class of its creditors, or announces an intention to do so;
- d. any distress, diligence, execution, attachment or other legal process affects the whole or a material part of its assets and is not discharged within [] Business Days;
- e. a receiver or similar officer is appointed over the whole or any part of its assets, or it requests any person to appoint a receiver or similar officer, or any other steps are taken to enforce any security over any of its property;
- f. any order is made, or resolution is passed, or a petition is presented, or application is made, or notice filed, or other steps are taken, in any jurisdiction for:
- i. the winding up, dissolution or liquidation of it (other than a winding-up petition that is vexatious or frivolous and is discharged within [] Business Days of issue); or
- ii. the making of an administration order against it or there is given to any person a notice (whether formal or informal) of an intention to appoint an administrator or any such appointment is made in relation to it;
- g. any proposal is made for a voluntary arrangement or composition with its creditors;
- h. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

### 6. Consequences of termination

- 6.1. Any provision of this agreement that expressly or by implication, is intended to come into (or to continue in) force on, or after, termination or expiry of this agreement, shall remain in full force and effect.
- 6.2. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 6.3. On termination for any reason:

- a. all rights granted to the Licensee under this licence shall cease;
- b. the Licensee shall immediately pay to the Licensor any sums due to the Licensor under this agreement; and
- c. the License shall immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software and the Documentation then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.

## 7. Limitation of liability

### 7.1. Subject to clause 8.2 below:

- a. the Licensor shall not be liable to the Licensee (whether in contract, tort, breach of statutory duty or otherwise) for:
  - i. any loss of profit;
  - ii. any loss of revenue, anticipated savings or goodwill;
  - iii. any indirect or consequential loss; or
  - iv. any loss or corruption of data;
- b. the total liability of the Licensor in respect of all other loss or damage under or in relation to this agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to [] months' Licence Fee.

### 7.2. Nothing in this agreement shall operate to exclude or limit the liability of the Licensor for death or injury caused by its negligence, for fraud or for any other liability that may not be excluded by law.

## 8. Force majeure

The Licensor shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any obligation under this agreement if such delay or failure results from a cause beyond its reasonable control. If the period of delay or non-performance continues for [] months, the Licensee may terminate this agreement by giving [] written notice to the affected party.

## 9. Confidentiality

### 9.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or licensors of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.2 below.

### 9.2. Each party may disclose the other party's confidential information:

- a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this 10; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

### 9.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 10. Notices

### 10.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b. sent by email to the address in set out below (or such other address as notified in writing by that party to the other):
- c. []
- d. []

### 10.2. Any notice shall be deemed to have been received:

- a. if delivered by hand at the time the notice is left at the proper address;
- b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- c. if sent by email, at 9.00 am on the next Business Day after transmission.

### 10.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 11. Assignment and Licensing

The Licensee shall not without the prior written consent of the Licensor:

- a. assign, charge or deal in any other manner with; or
- b. sub-license any or all its rights or obligations under this agreement.

## 12. Entire agreement

- 12.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.
- 12.2. Each party agrees that it shall have no remedies in respect of any statement, representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 13. Severance

If any part of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part shall be deemed deleted. Any modification to or deletion of such part under this clause shall not affect the validity and enforceability of the rest of this agreement.

## 14. Waiver

A waiver of any right or remedy is only effective if given in writing, and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- a. Waive that or any other right or remedy.
- b. Prevent or restrict the further exercise of that or any other right or remedy.

## 15. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties.

## 16. Third-party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## 17. Announcements

Save as required by law, neither party shall make or permit any public announcement relating to this agreement or its terms without the prior written consent of the other party [(which will not be unreasonably withheld or delayed)].

## 18. Law and jurisdiction

- 18.1. This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England & Wales.
- 18.2. The parties hereby submit to the exclusive jurisdiction of the English and Welsh courts in relation to any dispute or claim arising out of or in connection with this agreement.

## Annex 2 - The Software

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## Annex 3 - Licence Fee

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