



©MyEnglishDrill – Software Licence Agreement

concluded between

My Language Drill Sàrl, ... located in ... (hereinafter: MLD)

and

XY SA (hereinafter: the Client)

[address]

[city]

* * *

It is preliminarily stated that **MLD** has developed an English-language learning software named My English Drill (hereinafter: **the Software**), accessible remotely via the internet, of which it holds all intellectual property rights. XY SA operates in the field of ... and wishes to acquire a user licence for this Software, enabling its customers to practise their language skills using the Software

Consequently, the parties have agreed to the following Licence Agreement:

I. Purpose of the Agreement

MLD grants the Client a personal, non-transferable, and non-exclusive right to use the Software for its own customers, subject to the payment of licence fees and hourly rates specified hereinafter.

II. Licence Fees

In consideration for the right of use outlined above, the Client shall pay MLD a fixed monthly licence fee of CHF ..., excluding VAT, irrespective of the number of its students. Payment shall be made monthly in arrears, the first payment due at the end of the month in which this Agreement is signed. This licence fee is set according to the Swiss Consumer Price Index (CPI) as of the end of February 2025 and may be adjusted quarterly, exclusively by MLD, according to the variation of this index. Such adjustment shall be calculated based on the difference between the most recent index applied and the index of the month preceding notification of the adjustment.

Should payment of fees be delayed and not fully settled within an additional period of 15 days granted by MLD, MLD shall be entitled to terminate this Agreement with immediate effect. In such case, the Client shall pay not only overdue monthly fees plus interest at 5% per annum but also a penalty amounting to 50% of the monthly fees payable up to the next contractual termination date.

III. Support Services

The hours of assistance spent on:

1. management and project coordination;
 2. organisational meetings;
 3. instructions on accessing and operating the Software;
 4. testing;
 5. supplementary training provided to the Client's staff;
 6. any other related services;
 7. travel time and transport expenses incurred in connection with these assistance services;
- during the project implementation phase shall be charged at an hourly rate of CHF ..., plus actual expenses. This hourly rate corresponds to the Swiss Consumer Price Index as of the end of February 2025 and may be indexed by MLD under the same conditions as those applicable to licence fees. The total number of assistance hours required will depend primarily upon the active cooperation of the Client. Any operational tests shall take place on the Client's installation.

IV. General Obligations of the Client

The Client shall take all necessary measures to ensure that its customers can access the Software. The Client shall bear sole responsibility for this access. The Client undertakes to provide MLD promptly with all information necessary to achieve the project's aims, organisational requirements, or other pertinent details.

The Client alone shall bear responsibility for selecting and verifying the compatibility of its installation with the Software. Additionally, the Client is solely responsible for security measures required to protect its data and the data of its customers.

The Client undertakes to use the Software solely for purposes outlined in this Agreement and shall particularly ensure that unauthorised access to the Software is prevented. Should any unauthorised access nevertheless occur, the Client shall immediately inform MLD.

Each time the Client refers to the Software in its contracts or commercial documentation, it shall explicitly acknowledge MLD as the author and owner of the Software.

V. Warranty and Liability

MLD warrants that the Software shall function according to contractual specifications throughout the duration of this Agreement. MLD is bound solely by an obligation of means, excluding any other obligation. Its warranty is strictly limited to ensuring that the Software operates correctly when accessed remotely in a proper manner by the Client and its customers. The Client alone is responsible for the entire IT and telecommunication infrastructure necessary for such remote access and acknowledges that this is not within MLD's control.

Any further liability on the part of MLD is expressly excluded, particularly concerning loss of revenue, loss of profit, loss of customers, or any indirect, special, or punitive damages whatsoever, irrespective of cause.

MLD shall remedy any Software defects reported within six months from delivery. Such defects must be notified to MLD in writing within ten days of discovery.

Where MLD supplies licensed material from third parties, it shall only offer the Client the same warranty as provided by the third-party licensor. Any additional warranty by MLD beyond that provided by third parties is expressly excluded.

VI. Right of Use

Except for the right of use granted to the Client under this Agreement, all rights related to the Software, including intellectual property rights and copyrights in associated documentation, remain exclusively vested in MLD. The Client is therefore prohibited from modifying, assigning, giving away, copying (other than backup copies as outlined under Article V above), or sublicensing the Software. The Client shall not grant third parties any right of use, even without charge, other than its own customers. Any modification made by the Client to the Software shall automatically become the exclusive property of MLD. Moreover, the creation of derivative works is prohibited.

The Client undertakes to use the Software solely for its own use and that of its customers and agrees not to transfer any licensed material, including documentation, to third parties without prior written consent from the provider. This obligation remains valid indefinitely, including after the Agreement terminates.

Any violation of these usage rights shall constitute just cause allowing MLD to terminate this Agreement immediately, demand a penalty payment equivalent to half the licence fees due until contractual expiry, seek damages for infringement of intellectual property rights, and claim all profits realised by the Client from the Software since such infringement occurred. The Client further undertakes, at its own expense, to restore the original legal situation.

VII. Non-transferability

The rights granted by MLD under this Agreement cannot be transferred by the Client to any third party under any circumstances.

VIII. Delivery Deadlines

The parties shall comply with agreed deadlines, subject to events beyond their reasonable control.

IX. Payment Terms

MLD's services shall be invoiced as follows:

1. Monthly licence fees starting from the first day of the month following delivery.
2. Monthly invoicing of assistance services.

All invoices are payable net within 30 days.

X. Future Developments/Updates/Infrastructure Changes

In the event of modification, development, or the creation of a new version of the Software, the Client has the right (but not the obligation) to order such software, including related documentation, subject to an increase of 25% of the monthly licence fee for each new order.

Software not developed by MLD shall not be subject to the conditions described under this section.

XI. Duration of the Agreement

This Agreement is concluded for an indefinite term. Each party may terminate this Agreement subject to a minimum notice period of twelve months expiring at the end of a calendar year.

XII. Termination of Agreement

Upon termination, the Client shall destroy all documentation and information provided by MLD regarding the Software. Upon request by MLD, the Client shall confirm such destruction in writing.

XIII. Written Form

All agreements relating to this Agreement are contained herein. Any subsequent agreement shall only be valid if concluded in writing and explicitly references this Agreement. Any amendments must therefore comply with the written form, including amendments to this clause.

XIV. Jurisdiction

Exclusive jurisdiction in the event of a dispute shall be Epalinges (Vaud). Only Swiss law shall apply, expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).

For MLD:
[place], date

For the Client:
[place], date