

# SOFTWARE LICENSE AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Licensor Information:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Licensee Information:

Full Name / Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## 1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, limited license to use the software identified herein (the "Software") solely for Licensee's internal business purposes, subject to the terms and conditions of this Agreement.

## 2. License Restrictions

Licensee shall not (a) copy, modify, or create derivative works of the Software except as expressly permitted; (b) distribute, sublicense, rent, lease, or lend the Software to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code; or (d) remove or alter any proprietary notices.

## 3. Ownership

The Software and all copies remain the sole and exclusive property of Licensor and its licensors. Licensee acknowledges that no title or ownership interest in the Software is conveyed under this Agreement.

## 4. Maintenance and Support

Licensor may provide maintenance and support services for the Software as detailed in a separate agreement or as otherwise agreed in writing. Such services are subject to Licensor's then-current policies and fees.

## 5. Fees and Payment

Licensee shall pay Licensor the licensing fees specified in a separate schedule or purchase order. All fees are non-refundable, payable in U.S. dollars, and exclusive of applicable taxes.

## 6. Confidentiality

Each party agrees to keep confidential and not disclose the other party's confidential information, including the Software and documentation, except as required by law or with prior written consent.

## 7. Warranties and Disclaimers

Licensor warrants that it has the right to grant the license. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. Limitation of Liability**

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. Term and Termination**

This Agreement shall remain in effect until terminated. Licensee may terminate by ceasing use and destroying all copies of the Software. Licensor may terminate immediately upon Licensee's breach. Upon termination, all rights granted shall cease.

## **10. Effect of Termination**

Upon termination, Licensee shall discontinue all use of the Software and certify destruction or return of all copies. Sections concerning ownership, confidentiality, warranties, liability, and indemnification shall survive termination.

## **11. Export Compliance**

Licensee agrees to comply with all export laws and regulations and not export or re-export the Software without all required governmental approvals.

## **12. Indemnification**

Licensee shall indemnify, defend, and hold Licensor harmless from any claims, damages, liabilities, costs, or expenses arising out of Licensee's use or distribution of the Software in violation of this Agreement.

## **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles.

## **14. Dispute Resolution**

Any disputes arising under or related to this Agreement shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_, and the parties consent to personal jurisdiction therein.

## **15. Entire Agreement**

This Agreement, including any attached schedules or exhibits, constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements and understandings.

## **16. Amendment**

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

## **17. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **18. Waiver**

The failure of either party to enforce any right or provision shall not constitute a waiver of such right or provision.

## **19. Assignment**

Licensee may not assign or transfer this Agreement or any rights hereunder without prior written consent of Licensor.

## **20. Notices**

All notices shall be in writing and deemed given when delivered personally, sent by certified mail, overnight courier, or email with confirmation to the addresses specified herein or as updated by written notice.

**21. Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, war, terrorism, labor disputes, or governmental actions.

**22. No Agency**

Nothing in this Agreement creates any agency, partnership, or joint venture between the parties.

**23. Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which is deemed an original. Electronic signatures shall be deemed valid and binding.

**24. Headings**

Headings are for convenience only and shall not affect interpretation.

**25. Compliance with Laws**

Each party agrees to comply with all applicable laws, regulations, and ordinances in performing their obligations under this Agreement.

**LICENSOR'S SIGNATURE**

**LICENSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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