



# End User License Agreement

---

This **End User License Agreement** ("**Agreement**" or "**EULA**") is a contract between \_\_\_\_\_, a company duly organized and existing under the laws of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("**Licensor**" or "**Software Provider**"),

and the individual or entity installing, accessing, or using the Software ("**Licensee**" or "**End User**").

By downloading, installing, copying, or otherwise using the Software, the Licensee acknowledges that they have read this Agreement, understood its terms, and agreed to be legally bound by it. If the Licensee does not accept these terms, they must not download, install, or use the Software.

## 1. Definitions

**1.1. "Software"** means the proprietary software program developed and owned by Licensor, including all executable code, source code (where expressly provided), object code, related documentation, user manuals, and all modifications, updates, upgrades, enhancements, or derivative works provided by Licensor.

**1.2. "Use"** means to install, load, execute, access, display, or otherwise interact with the Software in accordance with the terms of this Agreement.

**1.3. "Updates"** mean improvements, patches, bug fixes, upgrades, new versions, or modifications of the Software that may be provided by Licensor from time to time, whether free of charge or subject to additional fees.

**1.4. "Intellectual Property Rights"** means all rights under patent law, copyright law, trade secret law, trademark law, and any other proprietary rights, whether registered or unregistered, including all applications, renewals, extensions, and restorations thereof.

**1.5. "Documentation"** means any manuals, instructions, or other written or electronic materials that accompany or relate to the Software.

**1.6. "Software Product"** includes application software, firmware, operating systems, drivers, and any other types of software and may include associated media, printed materials, and online or electronic documentation.

## **2. Grant of License**

Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software strictly for Licensee's personal or internal business purposes. The Software is licensed, not sold. All rights, title, and interest in and to the Software and any related intellectual property remain with Licensor. Licensee acknowledges that no ownership rights in the Software are transferred under this Agreement.

Unless otherwise agreed in writing, the license is granted for a single user or device. Any network, server, or multi-user deployment requires a separate written license agreement.

This license does not authorize Licensee to:

- (a) copy the Software except for a single backup or archival copy;
- (b) distribute, rent, lease, lend, sublicense, sell, or otherwise transfer the Software to third parties;
- (c) modify, translate, adapt, or create derivative works based on the Software;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except where expressly permitted by applicable law;
- (e) use the Software for any unlawful purpose or in any way that violates applicable laws or regulations.

## **3. Intellectual Property Rights**

The Software and all related intellectual property are and shall remain the exclusive property of Licensor. The Software is protected by copyright law, trade secret law, trademark law, international treaties, and other intellectual property laws. Licensee acknowledges that any unauthorized copying, distribution, modification, or use of the Software constitutes infringement of Licensor's intellectual property rights and may subject Licensee to civil and criminal penalties.

Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any right to use Licensor's trademarks, trade names, or service marks.

## **4. Installation and Activation**

The Licensee may be required to input a license key, access code, or similar activation measure to install or use the Software. The Licensor reserves the right to implement technical measures designed to prevent unauthorized use of the Software, including but not limited to license key verification and online authentication.

## 5. Updates, Upgrades and Support

Licensor may, but is not obligated to, provide Updates to the Software. Updates may be automatic or require manual installation. Licensee acknowledges that continued use of the Software following an Update constitutes acceptance of the revised version and its terms. Certain Updates may be subject to additional license fees or terms.

Unless otherwise expressly agreed, Licensor is under no obligation to provide technical support, maintenance, or customer service related to the Software.

## 6. Warranties and Disclaimers

**6.1. No Warranty.** The Software is provided “AS IS” and “AS AVAILABLE” without warranty of any kind.

**6.2. Disclaimer.** To the fullest extent permitted by law, Licensor disclaims all warranties, express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, title, accuracy, reliability, and non-infringement.

**6.3.** Licensor does not warrant that the Software will meet Licensee’s requirements, operate without interruption, be error-free, or that any defects will be corrected.

**6.4.** The Licensee assumes full responsibility for the selection, installation, use, and results obtained from the Software.

## 7. Limitation of Liability

To the maximum extent permitted by applicable law, Licensor shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of data, business interruption, or loss of goodwill, even if advised of the possibility of such damages.

In any event, Licensor’s aggregate liability for any claim, whether in contract, tort, or otherwise, shall not exceed the total license fees paid by Licensee for the Software.

## 8. Compliance with Laws

Licensee agrees to use the Software in compliance with all applicable laws, regulations, and third-party rights. Licensee agrees not to export, re-export, or otherwise transfer the Software except in full compliance with applicable export control laws and regulations.

## 9. Termination

This Agreement is effective upon installation or use of the Software and remains in force until terminated. Licensor may terminate this Agreement immediately and without prior notice if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee shall immediately cease using the Software, destroy all copies in their possession, and certify such destruction upon request by Licensor. Provisions concerning Intellectual Property Rights, Disclaimers, Limitation of Liability, Governing Law, and other clauses intended to survive termination shall remain enforceable notwithstanding termination.

## 10. Governing Law Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_, without regard to conflict of law principles. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in \_\_\_\_\_.

## 11. Miscellaneous

- 11.1. Entire Agreement.** This Agreement constitutes the complete understanding between the parties and supersedes all prior agreements, communications, or understandings concerning the Software.
- 11.2. Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.
- 11.3. No Waiver.** Failure by Licensor to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 11.4. Assignment.** Licensee may not assign or transfer this Agreement without Licensor’s prior written consent. Licensor may assign this Agreement without restriction.

## 12. Acceptance

By installing, accessing, or using the Software, the Licensee acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms.

**Software Provider**

**Signature**

\_\_\_\_\_

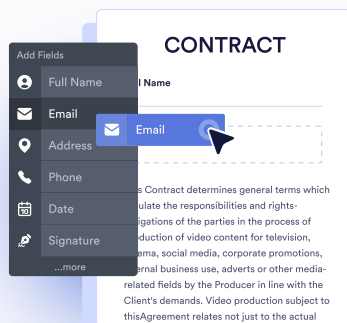


Thanks for using **End User License Agreement Template!** To edit this PDF with **Jotform Sign**, sign up for a free Jotform account today.

[EDIT PDF](#)

## Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.



### JOTFORM PDF EDITOR

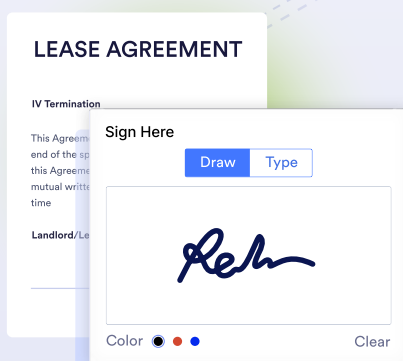
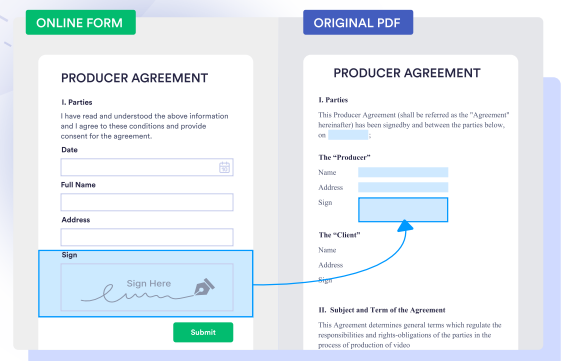
Turn form submissions into PDFs automatically – ready to download or save for your records.

[Go to PDF Editor >](#)

### SMART PDF FORMS

Convert your PDF files into online forms that are easy to fill out on any device.

[Go to Smart PDF Forms >](#)



### JOTFORM SIGN

Collect e-signatures with Jotform Sign to automate your signing process.

[Go to Jotform Sign >](#)

*These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.*