

Software License Agreement

This **Software License Agreement** ("**Agreement**") is entered into as of _____, by and between the following parties;

Licensor

Licensee

Licensor and Licensee may be referred to individually as a "**Party**" and together as the "**Parties.**"

1. Purpose and Nature of Agreement

The purpose of this Agreement is to set out the terms under which Licensor grants Licensee the right to use the software identified in this Agreement. This Agreement is a binding commercial contract and is intended to create enforceable rights and obligations between the Parties.

2. Licensed Software

The licensed software consists of the computer software program(s) described below, including any associated documentation provided by Licensor:

Software Name:

Version or Release:

Documentation:

Collectively, the above are referred to as the "**Software.**"

3. License Grant

Subject to Licensee's compliance with this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, and non-sublicensable license to use the Software solely for Licensee's internal business purposes, during the Term and within the scope described in this Agreement.

No rights are granted to Licensee other than those expressly stated in this License Grant.

4. License Restrictions

Licensee must not, and must not permit any third party to:

- a. Copy, modify, adapt, or create derivative works of the Software, except to the extent expressly permitted by Licensor in writing.
- b. Reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying structure of the Software.
- c. Sell, lease, rent, sublicense, distribute, or otherwise make the Software available to any third party.
- d. Remove or alter any proprietary notices, copyright notices, or identification marks included in the Software.
- e. Use the Software in any manner that violates applicable laws or infringes the rights of others.

5. Ownership and Intellectual Property

The Software is licensed, not sold. Licensor retains all right, title, and interest in and to the Software, including all intellectual property rights. Licensee acquires no ownership interest in the Software under this Agreement.

Any feedback or suggestions provided by Licensee regarding the Software may be used by Licensor without restriction or obligation.

6. Fees and Payment

Licensee agrees to pay Licensor the fees specified below in consideration for the license granted under this Agreement:

Fee Type	Amount	Payment Frequency	Due Date

Unless otherwise stated, all fees are non-refundable and exclusive of taxes, duties, or similar charges.

7. Term and Termination

This Agreement begins on the Effective Date and continues for _____ unless terminated earlier in accordance with this Termination clause.

Termination for Cause

Either Party may terminate this Agreement by written notice if the other Party materially breaches this Agreement and fails to cure the breach within _____ days after receiving written notice.

Termination Without Cause

If specified as applicable, Licensor may terminate this Agreement without cause by providing _____ days' written notice to Licensee.

Effect of Termination

Upon termination or expiration of this Agreement:

- All licenses granted to Licensee immediately end.
- Licensee must stop using the Software and delete or destroy all copies in its possession or control.
- Any accrued payment obligations survive termination.

8. Confidential Information

Each Party may receive non-public, confidential, or proprietary information of the other Party in connection with this Agreement. Each Party agrees to protect such information and to use it solely for purposes of performing under this Agreement, unless disclosure is required by law.

9. Warranty Disclaimer

The Software is provided "as is" and "as available." Licensor makes no warranties, whether express or implied, regarding the Software, including any warranties of merchantability, fitness for a particular purpose, or that the Software will be error-free or uninterrupted.

10. Limitation of Liability

To the maximum extent permitted by law, Licensor will not be liable for indirect, incidental, consequential, or special damages arising out of or related to this Agreement or the use of the Software, even if advised of the possibility of such damages.

Licensor's total liability under this Agreement will not exceed the total fees paid by Licensee to Licensor under this Agreement during the twelve-month period preceding the event giving rise to the claim.

11. Indemnification

Licensee agrees to indemnify and hold harmless Licensor from any claims, damages, or losses arising out of Licensee's use of the Software in violation of this Agreement or applicable law.

12. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to conflict of law principles. Any disputes arising out of or relating to this Agreement will be resolved in the courts located in _____, unless the Parties agree otherwise in writing.

13. Assignment

Licensee may not assign or transfer this Agreement, in whole or in part, without Licensor's prior written consent. Any attempted assignment in violation of this clause is void.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the Software and supersedes all prior or contemporaneous agreements, communications, or understandings relating to the subject matter.

15. Amendments

Any amendment to this Agreement must be in writing and signed by both Parties.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by this Software License Agreement.

Licensor

Name

Date

Signature

Licensee

Name

Date

Signature



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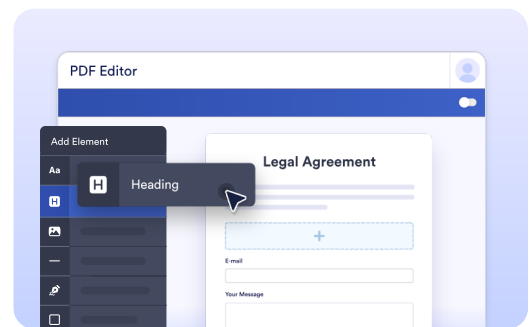
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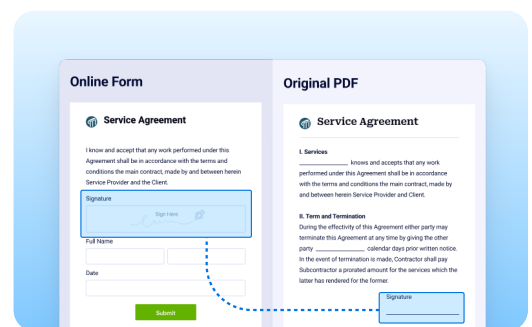
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