

**Software License Agreement:** Grants rights to use software under specific conditions.

## Software License Agreement

**Effective Date:** [Date]

**Between:**

**Licensor:** [Licensor's Name], located at [Licensor's Address].

**Licensee:** [Licensee's Name], located at [Licensee's Address].

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### 1. Definitions

- **"Software"**: The computer program known as [Software Name], including any updates, upgrades, modifications, or enhancements provided by the Licensor.
- **"License"**: The rights granted to the Licensee to use the Software under the terms of this Agreement.
- **"Authorized Users"**: Employees or contractors of the Licensee who are authorized to use the Software.

### 2. Grant of License

- **2.1 License Grant:** The Licensor hereby grants the Licensee a [non-exclusive/exclusive], [non-transferable], [revocable/irrevocable] license to install and use the Software solely for [internal/business/personal] purposes, subject to the terms and conditions of this Agreement.
- **2.2 License Scope:**
  - **a. Number of Users:** The License permits use by up to [Number] Authorized Users.
  - **b. Installation Sites:** The Software may be installed on [Number] devices/computers/servers located at [Licensee's Address or Location].
  - **c. Term:** The License is granted for a period of [License Term, e.g., perpetual, one year], commencing on the Effective Date.

### 3. Restrictions

The Licensee shall not:

- **3.1** Copy, distribute, or reproduce the Software except as expressly permitted.
- **3.2** Modify, adapt, translate, reverse engineer, decompile, or disassemble the Software.
- **3.3** Rent, lease, sublicense, or transfer the Software to any third party.
- **3.4** Use the Software to develop competing software or for any unlawful purpose.

#### 4. Delivery and Installation

- **4.1 Delivery:** The Licensor shall deliver the Software to the Licensee by [Delivery Method, e.g., download link, physical media] within [Number] days of the Effective Date.
- **4.2 Installation:** The Licensee is responsible for installing the Software. The Licensor may provide installation assistance at the Licensee's request and subject to additional fees.

#### 5. Payment Terms

- **5.1 License Fee:** In consideration for the License, the Licensee shall pay the Licensor a fee of [License Fee Amount] USD.
- **5.2 Payment Schedule:** Payment is due [in full upon signing / according to the following schedule].
- **5.3 Late Payments:** Late payments shall incur interest at [Interest Rate]% per annum.

#### 6. Maintenance and Support

- **6.1 Maintenance:** The Licensor shall provide [free/paid] updates and bug fixes to the Software during the License Term.
- **6.2 Support Services:** The Licensor shall provide technical support as per the [Support Level, e.g., Standard Support Plan], detailed in **Exhibit A**.

#### 7. Intellectual Property Rights

- **7.1 Ownership:** The Software and all associated intellectual property rights are and shall remain the exclusive property of the Licensor.
- **7.2 No Implied Rights:** Except for the License expressly granted, no other rights or licenses are granted or implied.

#### 8. Confidentiality

- **8.1** The Licensee agrees to maintain the confidentiality of the Software and any proprietary information provided by the Licensor.
- **8.2** Confidential information shall not be disclosed to any third parties without the Licensor's prior written consent.

#### 9. Warranties and Disclaimers

- **9.1 Limited Warranty:** The Licensor warrants that the Software will substantially conform to the documentation for a period of [Warranty Period, e.g., 90 days] from the Effective Date.
- **9.2 Disclaimer:** Except as expressly provided, the Software is provided "AS IS" without warranty of any kind. The Licensor disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

## 10. Limitation of Liability

- **10.1** In no event shall the Licensor be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement or the use of the Software.
- **10.2** The Licensor's total cumulative liability shall not exceed the amount paid by the Licensee under this Agreement.

## 11. Indemnification

- **11.1** The Licensee agrees to indemnify and hold harmless the Licensor from any claims, damages, or expenses arising from the Licensee's use of the Software in violation of this Agreement.

## 12. Termination

- **12.1 Termination for Cause:** Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure such breach within [Number] days.
- **12.2 Effect of Termination:** Upon termination, the Licensee shall cease all use of the Software and destroy all copies in their possession.

## 13. Governing Law and Dispute Resolution

- **13.1 Governing Law:** This Agreement shall be governed by the laws of the State of [State], without regard to its conflict of law principles.
- **13.2 Dispute Resolution:** Any disputes shall be resolved through [mediation/arbitration/litigation] in [Jurisdiction].

## 14. Notices

- **14.1** All notices shall be in writing and delivered to the parties at their respective addresses provided above.

## 15. Assignment

- **15.1** The Licensee may not assign or transfer their rights or obligations under this Agreement without the Licensor's prior written consent.

## 16. Entire Agreement

- **16.1** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

## 17. Amendments

- **17.1** Any amendments must be in writing and signed by both parties.

## 18. Severability

- **18.1** If any provision is found invalid or unenforceable, the remaining provisions shall remain in effect.

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**IN WITNESS WHEREOF**, the parties have executed this Software License Agreement as of the Effective Date.

### **Licensor**

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

Name: [Licensor's Name]

Title: [Title]

Date: \_\_\_\_\_

### **Licensee**

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

Name: [Licensee's Name]

Title: [Title]

Date: \_\_\_\_\_

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### **Exhibit A: Support Services**

*(Detail the support services provided, response times, contact methods, etc.)*