

26-End-User License Agreement (EULA): Defines user's rights when using software.

End-User License Agreement (EULA)

Effective Date: [Date]

PLEASE READ THIS END-USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY INSTALLING, COPYING, OR USING THE SOFTWARE, YOU ("LICENSEE") AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE SOFTWARE.

1. Definitions

- **"Software":** The computer program known as [Software Name], including any updates, upgrades, patches, and enhancements provided by the Licensor.
- **"Licensor":** [Licensor's Name], the owner or authorized distributor of the Software, located at [Licensor's Address].
- **"Licensee":** The individual or entity installing or using the Software.

2. Grant of License

- **2.1 License Grant:** Subject to the terms and conditions of this Agreement, the Licensor grants the Licensee a [non-exclusive], [non-transferable], [revocable/irrevocable], limited license to install and use the Software on a single device for personal or internal business purposes.

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The Licensee shall not:

- **3.1** Copy, distribute, or reproduce the Software except for one backup or archival copy.
- **3.2** Modify, adapt, translate, reverse engineer, decompile, or disassemble the Software.
- **3.3** Rent, lease, sublicense, sell, or transfer the Software to any third party.
- **3.4** Use the Software to develop derivative works or for any unlawful or unauthorized purpose.

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- **4.1** The Software and all associated intellectual property rights are and shall remain the exclusive property of the Licensor.
- **4.2** This Agreement does not convey to the Licensee any ownership rights in the Software.

5. Updates and Upgrades

- **5.1** The Licensor may provide updates or upgrades to the Software at its sole discretion. Such updates or upgrades are subject to the terms of this Agreement.

6. Support Services

- **6.1** The Licensor is not obligated to provide any support services for the Software unless specified in a separate agreement.

7. Term and Termination

- **7.1 Term:** This Agreement is effective from the date of installation and continues until terminated.
- **7.2 Termination:** The Licensor may terminate this Agreement immediately if the Licensee breaches any term of this Agreement.
- **7.3 Effect of Termination:** Upon termination, the Licensee must cease all use of the Software and destroy all copies in their possession.

8. Disclaimer of Warranties

- **8.1** THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- **9.1** IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification

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

11. Governing Law and Dispute Resolution

- **11.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.
- **11.2 Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through [mediation/arbitration/litigation] in [Jurisdiction].

12. Entire Agreement

- **12.1** This Agreement constitutes the entire understanding between the Licensor and the Licensee and supersedes all prior agreements or understandings.

13. Severability

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

14. Amendments

- **14.1** The Licensor reserves the right to modify this Agreement at any time. Any changes will be effective upon posting the revised Agreement.

15. Contact Information

- **15.1** For any questions regarding this Agreement, please contact the Licensor at:
 - **Address:** [Licensor's Address]
 - **Email:** [Licensor's Email]
 - **Phone:** [Licensor's Phone Number]

BY INSTALLING OR USING THE SOFTWARE, THE LICENSEE ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.