Software License Agreement

This Software License Agreement ("Agreement") is made and entered into as of the Effective Date by and between:

- Licensor: [Your Company Name], with its principal place of business at [Your Company Address] ("Licensor"),  
- Licensee: The entity purchasing and using the software ("Licensee").

# 1. DEFINITIONS

- Software: Refers to the Timeline Scheduler software package including all associated web files, documentation, updates, and modules sold under Starter, Pro, or Enterprise Plans.  
- Effective Date: The date Licensee completes payment and receives access to the Software.  
- License Fee: The amount paid by the Licensee for the selected plan, as specified in Section 4.  
- Authorized Users: Employees or contractors of Licensee permitted to use the Software within Licensee's organization.

# 2. GRANT OF LICENSE

Subject to the terms of this Agreement and receipt of full payment:  
2.1. Starter Plan License  
Licensor grants Licensee a non-exclusive, non-transferable, perpetual license to use the Software for internal business purposes, limited to features defined under the Starter plan.  
  
2.2. Pro Plan License  
Includes all Starter features plus additional functionality (e.g., draggable events, snapping, modular utilities, API-readiness).  
  
2.3. Enterprise Plan License  
Includes all Pro features plus advanced capabilities including Calendar Sync, Role-Based Access Control, Analytics, Priority Support, and Compliance Policies.

# 3. RESTRICTIONS

Licensee shall not:  
- Modify, sublicense, resell, rent, or lease the Software.  
- Reverse engineer, decompile, or disassemble the Software.  
- Use the Software to provide services to third parties (SaaS or otherwise) unless expressly permitted in writing.  
- Remove proprietary notices or labels from the Software.

# 4. LICENSE FEES

|  |  |  |
| --- | --- | --- |
| Plan | Features | Fee (One-Time) |
| Starter | Basic scheduling tools | £2,780 |
| Pro | Interactive + API-ready | £3,480 |
| Enterprise | Full suite + Support | £7,480 |

Payment must be made in full prior to delivery. All prices are exclusive of applicable taxes.

# 5. INTELLECTUAL PROPERTY

All rights, title, and interest in and to the Software, including all modifications, enhancements, and derivative works, remain with Licensor. Licensee obtains no ownership rights under this Agreement.

# 6. SUPPORT & MAINTENANCE

- Starter & Pro Plans: Includes basic documentation and email-based support for 30 days post-purchase.  
- Enterprise Plan: Includes priority email support, documentation, feature request reviews, and compliance consultation for 1 year.  
  
Ongoing updates and support beyond initial coverage may be purchased under a separate maintenance agreement.

# 7. WARRANTIES & DISCLAIMER

Licensor warrants that the Software will perform substantially in accordance with its documentation for a period of 30 days from delivery. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

# 8. LIMITATION OF LIABILITY

Licensor shall not be liable for any indirect, incidental, special, or consequential damages arising from use of the Software. Licensor’s total liability under this Agreement shall not exceed the amount paid by Licensee.

# 9. TERM AND TERMINATION

This Agreement is effective as of the Effective Date and remains in force perpetually unless terminated:  
- By mutual agreement.  
- By either party if the other breaches this Agreement and fails to cure within 15 days of written notice.  
  
Upon termination, Licensee must cease all use of the Software and destroy all copies.

# 10. CONFIDENTIALITY

Both parties agree to treat the Software and any technical or business information as confidential and not to disclose it to any third party without prior written consent.

# 11. GENERAL

- Governing Law: This Agreement shall be governed by the laws of [Your Country/Region], without regard to its conflict of law principles.  
- Entire Agreement: This document constitutes the entire agreement and supersedes any prior understandings.  
- Amendments: Must be in writing and signed by both parties.  
- Assignment: Licensee may not assign this Agreement without Licensor’s written consent.

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

Licensor:  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title:  
Date:

Licensee:  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title:  
Date: