SAMPLE SOFTWARE LICENSE AGREEMENT

Effective Date: [DATE]
Parties:

1. TechCorp Inc. ("Licensor")
2. Client Solutions LLC ("Licensee")

1. Confidentiality

"Both parties agree to maintain the confidentiality of all proprietary information received during the Term. Disclosure to third parties requires written consent, except to legal advisors under nondisclosure obligations."

2. License Grant

"Licensor grants Licensee a non-exclusive, non-transferable license to use the Software in accordance with the Documentation."

3. Liability Limitations

"In no event shall Licensor be liable for consequential, incidental, or punitive damages exceeding the total fees paid under this Agreement."

4. Termination

"This Agreement may be terminated:
a) By mutual written consent
b) For material breach with 30-day cure period
c) Immediately for insolvency proceedings"

5. Payment Terms

"Licensee shall pay $15,000 annually, payable in quarterly installments. Late payments incur 1.5% monthly interest."

6. Governing Law

"This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in San Francisco courts."

7. Intellectual Property

"All patents, copyrights, and trade secrets in the Software remain the sole property of Licensor."

8. Audit Rights

"Licensor may audit Licensee's usage annually with 15 days' prior written notice."