Commercial Software License Agreement (Template)

This Commercial Software License Agreement ("Agreement") is entered into by and between:

- Licensor: [Your Name / Company], with its principal place of business at [Address] ("Licensor")

- Licensee: [Client Company Name], with its principal place of business at [Address] ("Licensee")

Effective Date: [Date]

## 1. Grant of License

Licensor hereby grants Licensee a non-exclusive, non-transferable, worldwide license to use the software known as [Project Name] (the “Software”) for commercial purposes, including use in proprietary products, SaaS offerings, and internal business systems, subject to the terms of this Agreement.

## 2. Scope of Rights

Licensee may: Use, copy, and modify the Software for Licensee’s internal and external commercial purposes. Distribute derivative works in compiled or executable form as part of Licensee’s commercial offerings.  
  
Licensee may not: Redistribute the Software in source code form except as expressly permitted. Sublicense the Software without prior written consent from Licensor.

## 3. Fees and Payment

Licensee shall pay Licensor a license fee of [amount] USD (or as otherwise agreed in writing). Payment terms: [e.g., Net 30 days from invoice]. Renewal: Unless otherwise agreed, this license is valid for [1 year] and renewable upon mutual agreement.

## 4. Support and Updates

If included in the license fee or purchased separately, Licensor may provide: Security patches and bug fixes. Priority support via [email / portal]. Feature updates, at Licensor’s discretion.

## 5. Intellectual Property

The Software is licensed, not sold. All rights, title, and interest remain with Licensor.

## 6. Warranties and Disclaimers

Licensor warrants that it has the right to grant this license. The Software is otherwise provided “AS IS,” without warranties of any kind.

## 7. Indemnification

Licensee shall indemnify and hold Licensor harmless from claims arising out of Licensee’s use or distribution of the Software.

## 8. Limitation of Liability

Licensor’s total liability under this Agreement shall not exceed the amount paid by Licensee for the license.

## 9. Term and Termination

This Agreement begins on the Effective Date. Either party may terminate with 30 days’ written notice for breach. Upon termination, Licensee must cease use and delete all copies of the Software.

## 10. Miscellaneous

Governing Law: [Insert jurisdiction]. Entire Agreement: This Agreement constitutes the full understanding between the parties. Amendments: Must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement:

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

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