# SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”) is entered into on April 15, 2025, by and between:

- Party Z (“Licensor”), located at [Licensor Address], and

- Party Q (“Licensee”), located at [Licensee Address].

## 1. Grant of License

The Licensor hereby grants the Licensee a non-exclusive, non-transferable license to use the software product described in Schedule A for internal business purposes only.

## 2. Effective Date

This Agreement shall commence on April 15, 2025, and shall continue for a period of two (2) years, unless terminated earlier in accordance with Section 4.

## 3. Payment Terms

The Licensee agrees to pay the Licensor a one-time license fee of $20,000, payable within thirty (30) days of the Effective Date.

## 4. Termination

Either party may terminate this Agreement with sixty (60) days’ written notice. The Licensor may terminate immediately if the Licensee breaches any material provision of this Agreement.

## 5. Confidentiality

The Licensee shall keep confidential any source code, technical documentation, or proprietary information disclosed by the Licensor and shall not share it with third parties without prior written consent.

## 6. Risky Clauses

The Licensor disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. The Licensor’s liability shall be limited to the license fee paid, even in cases of direct damages.

## Vendor & Receiver

Vendor: Party Z (“Licensor”)  
Receiver: Party Q (“Licensee”)