

# Software License Agreement

This Software License Agreement ("Agreement") is entered into as of **Date** ("\_\_\_\_") by and between:

 **Licensor:**

 **Licensee:**

 **Licensee Company:**

(collectively, the "Parties").

## **Grant of License**

Subject to the terms and conditions of this Agreement, the Licensor hereby grants the Licensee a non-exclusive, non-transferable, worldwide, limited license to install, use, and execute the software product identified below ("Software"):

- **Software Name:**
- **License Tier** (select one):

Basic      Pro      Enterprise

This license is for the sole purpose of enabling the Licensee to use the Software for its intended purpose and in accordance with the documentation provided by the Licensor.

## **License Restrictions**

The Licensee agrees not to:

1. Copy, modify, create derivative works of, or reverse engineer the Software.
2. Rent, lease, sublicense, distribute, or transfer the Software to any third party.
3. Remove, alter, or obscure any copyright, trademark, or other proprietary notices on the Software.
4. Use the Software in any manner that infringes upon the intellectual property rights of the Licensor or any third party.

## **Software Delivery**

The Licensor will provide the Licensee with a copy of the Software and any accompanying documentation in a mutually agreed-upon format within \_\_\_\_\_ days of the Effective Date.

## **Termination**

This Agreement shall remain in effect for a term of \_\_\_\_\_ from the Effective Date, unless terminated earlier in accordance with the provisions herein. Either Party may terminate this Agreement at any time by providing \_\_\_\_\_ days written notice to the other Party.

Upon termination of this Agreement, the Licensee shall immediately cease all use of the Software and delete or destroy all copies of the Software in its possession or control.

## **Warranties and Limitation of Liability**

The Software is provided "as is," without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, and non-infringement.

In no event shall the Licensor be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, or business interruption, arising out of the use of or inability to use the Software.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_, without regard to its conflict of laws principles.

## **Execution**

The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile or electronic transmission (including PDF) of a signed copy of this Agreement.

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

 **Licensor:**

[Licensor's Full Legal Name]

 **Licensee:**

[Licensee's Full Legal Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title: [Sales Representative]

Title: [Client Representative]