

Exclusive Software License Agreement

Date: July 7, 2025

Parties:

Licensor: [Licensor Company Name/Placeholder]("Licensor")

Licensee: [Licensee Company Name/Placeholder]("Licensee")

Preamble:

This Agreement grants Licensee a limited, non-transferable license to use the Licensor's proprietary software ("Software") under the stringent terms and conditions set forth below.

1. Grant of License:

Licensor hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the Software solely for Licensee's internal business operations. This license is strictly limited to the terms herein and any use outside these terms is prohibited.

2. Term and Automatic Perpetual Renewal:

This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year. This Agreement shall automatically renew for successive perpetual terms unless Licensee provides irrevocable written notice of non-renewal at least one hundred eighty (180) days prior to the end of the then-current term. Licensor reserves the right to increase annual license fees by up to 15% upon each renewal without prior notice.

3. Fees and Payment:

Licensee agrees to pay Licensor the initial license fees and all subsequent renewal fees as invoiced. Invoices are due immediately upon receipt. Any payment not received within five (5) calendar days of the due date shall incur a late fee of 5% per day, compounded daily, until paid in full, and Licensor may immediately suspend access to the Software without notice.

4. No Warranties; "AS IS" Basis:

THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Licensor does not warrant that the Software will meet Licensee's requirements, operate without interruption, or be error-free.

5. Limitation of Liability & Exclusive Remedy:

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT OR DEFECT IN THE SOFTWARE SHALL BE, AT LICENSOR'S SOLE DISCRETION, EITHER REPLACEMENT OF THE SOFTWARE OR A REFUND OF THE FEES PAID FOR THE SOFTWARE IN THE SINGLE MONTH IMMEDIATELY PRECEDING THE CLAIM.

6. Indemnification:

Licensee shall indemnify, defend, and hold harmless Licensor, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with Licensee's use of the Software, any breach of this Agreement by Licensee, or any third-party claims related to Licensee's activities.

7. Unilateral Modification:

Licensor reserves the right to modify the terms and conditions of this Agreement, including but not limited to pricing and service levels, at any time by posting updated terms on its website or providing notice via email. Licensee's continued use of the Software after such modifications constitutes acceptance of the new terms.

8. Termination:

Licensor may terminate this Agreement immediately for any reason, or no reason, with or without notice to Licensee. In the event of termination by Licensor, Licensee shall not be entitled to any refund of pre-paid fees. Licensee may terminate this Agreement only by providing 180 days' written notice, and all outstanding fees for the remainder of the then-current term shall become immediately due and payable.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of [A State/Country known for being business-friendly to large corporations, e.g., Delaware, USA], without regard to its conflict of laws principles. Licensee irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in [A specific city/county, e.g., Wilmington, Delaware] for any disputes arising out of or relating to this Agreement.

Signatures:

Licensor: _____

[Licensor Representative Name]

[Title]

Licensee: _____

[Licensee Representative Name]

[Title]