SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into as of [Date] between Acme Software Solutions Inc. ("Licensor") and Widget Corporation ("Licensee") for the use of Widgetizer Pro ("Software").

1. Definitions
- "Software" refers to the computer program titled Widgetizer Pro.
- "Licensee" refers to Widget Corporation, the individual or entity granted rights under this Agreement.
- "Licensor" refers to Acme Software Solutions Inc., the owner or developer of the Software.

2. Grant of License
Licensor hereby grants Licensee a non-exclusive, non-transferable license to use Widgetizer Pro in accordance with the terms and conditions set forth in this Agreement.

3. Restrictions
Licensee shall not:
- Modify, translate, reverse engineer, or decompile Widgetizer Pro.
- Remove or alter any copyright notices or proprietary markings in Widgetizer Pro.
- Distribute or sublicense Widgetizer Pro to third parties without prior written consent from Licensor.

4. Terms and Conditions
- Licensee agrees to use Widgetizer Pro solely for its internal business purposes and in compliance with all applicable laws and regulations.
- Licensor provides Widgetizer Pro "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 non-infringement.
- In no event shall Licensor be liable for any damages arising out of the use or inability to use Widgetizer Pro, even if Licensor has been advised of the possibility of such damages.

5. Payment
Licensee agrees to pay Licensor the agreed-upon license fee as specified in Exhibit A attached hereto.

6. Termination
This Agreement shall remain in effect until terminated by either party. Licensor may terminate this Agreement immediately upon written notice if Licensee breaches any provision of this Agreement.

7. Jurisdiction and Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of

California. Any dispute arising out of or in connection with this Agreement shall be resolved exclusively by the courts of the State of California.

8. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

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

[Signature of Licensor] [Signature of Licensee]
Acme Software Solutions Inc. Widget Corporation