



Enterprise Software License Agreement

v0.10.0 - Updated 02 October 2023

Prepared for:

[Licensee.FirstName] [Licensee.LastName]
[Licensee.Title], [Licensee.Company]

Created by:

[Sender.FirstName] [Sender.LastName]
[Sender.Title], [Sender.Company]

ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (the "Agreement") is made between [Licensee.Company], (the "Client", or "Licensee") and Ultralytics Inc. (the "Company"), a Delaware corporation with offices at 5001 Judicial Way, Frederick, MD 21703, United States, (collectively the "Parties") as of (the "Effective Date").

1. Definitions. As used in this Agreement, the following terms have the following specific meanings:

1. **Annual Fee:** An annual payment from the Licensee to the Company in the amount of () USD, granting organization-wide usage rights under this Agreement. The exact amount for each subsequent Annual Fee will be determined and confirmed thirty (30) days prior to the relevant renewal date.
2. **Consulting Services:** company may provide consulting services to Licensee if requested under a separate agreement. Such services are made available at Company's standard time and material charges.
3. **Documentation:** the documentation for the Software supplied by Company to assist its customers in the use of the Software.
4. **Licensee:** (a) the company or other legal entity on behalf of which this Agreement is signed, if the Agreement is signed on behalf of such an entity (e.g., by an employee, independent contractor, or other authorized representative), or (b) if there is no such entity, the individual who signs this Agreement. For clarification, "Licensee" refers only to a single, specifically identified legal entity or individual, and does not include any subsidiary or affiliate of any such legal entity or individual or any other related person.
5. **License Term:** the period of time in which Licensee shall be entitled to use the Software and Documentation.
6. **Models:** all Ultralytics YOLO models, which include pre-trained computer vision models provided by the Company or those trained or developed by the Licensee using the Company's Software during the License Term.
7. **Services:** the Software Updates and support and any consulting services provided by the Company pursuant to this Agreement.
8. **Service Level Agreement:** company shall provide a Service Level Agreement (SLA) to Licensee under a separate agreement. The terms and conditions of the SLA will be outlined in the separate agreement, including the scope of services, service levels, and fees.
9. **Software:** This term refers to the complete Ultralytics YOLO source code portfolio, which encompasses existing versions such as YOLOv5 and YOLOv8, as well as any future YOLO models that Ultralytics may release during the License Term. This also includes:
 - Pre-trained Models
 - Supporting Documentation
 - Subsequent Modifications: This entails enhancements, upgrades, new features, bug fixes, and repairs.

All related software products, and any future software products, are maintained at the Ultralytics GitHub Organization at <https://github.com/ultralytics/>. These are provided by the Company to the Licensee during the License Term.

10. **Support:** assistance provided by the Company to the Licensee for troubleshooting issues and resolving bugs related to the Software during the License Term.

1. **Community Support.** Licensee will have access to the Company's online community. Community support will provide Licensee with access to information, best practices, and resources to assist in the use and implementation of the Software.
2. **Basic Support.** Company will provide communication tools to enable Licensee to communicate efficiently with the Company during the License Term. Basic support is provided as a convenience to Licensee and is not a guarantee of response time or resolution.

2. Right to Use Software. Company grants Licensee a non-exclusive, non-transferable license to use the Software, as well as the accompanying Documentation, during the License Term.

1. Licensee will hold the right to use the Software for any purpose, including commercial and for-profit purposes.
2. Licensee's subcontractors, consultants, and vendors will also hold the right to use the Software for purposes of developing or deploying Licensee's products or services.
3. Licensee will have the ability to make and distribute an unlimited number of commercial, for-profit products and services containing the Software mentioned above.
4. Licensee shall own all rights, title and interest in and to Software modifications they make and any Models that they train with the modified or unmodified Software. Ultralytics shall have no rights in or to such Licensee-trained Models or Software modifications.

3. Restrictions on Use of Software. Except as expressly permitted in this Agreement, Licensee shall not, and shall not permit any third party to:

1. Sublicense, resell, or otherwise transfer the license or any portion thereof to any third party, including but not limited to any subsidiaries or the affiliates of Licensee.
2. Alter or remove any notices in the Software or within the Documentation included with said Software.

Except as otherwise set forth in this Agreement, all Software included in this Agreement as well as all Documentation included with said Software is provided in an "as is" condition.

4. Software Updates and Support. Company will provide Licensee access to the Software updates and Support during the License Term at no additional fee:

1. Licensee will have access to Basic Support during the License Term at no additional fee.
2. Company will conduct one (1) yearly update meeting. The date and time of the meeting will be mutually agreed upon by the Company and the Licensee.
3. Company may provide a Service Level Agreement (SLA) and Consulting Services to Licensee under separate agreement(s).

5. Payment Fees. In consideration of the license granted by the Company under this Agreement, Licensee agrees to pay the Company the Annual Fee, plus any applicable taxes, for the Software provided under this Agreement. The Annual Fee will be decided thirty (30) days before each renewal date, as specified in the Definitions section. Payment shall be due within thirty (30) days of the Effective Date, after which a late fee of one and a half percent (1.5%) is applied.

6. Term and Termination. This Agreement will begin on the Effective Date for a period of one (1) year, and will be automatically renewed for one (1) year terms (the initial term and all renewal terms collectively being the "License Term") and charged the Annual Fee, unless either Party provides a

written notice of non-renewal at least sixty (60) days before the end of the current License Term. Licensee's credit card account (or other payment method account) will be charged without further authorization from Licensee, absent the aforementioned written notice of non-renewal. Notwithstanding the foregoing, the Company reserves the right to terminate this Agreement at any time if the Licensee fails to comply with any of the terms and conditions of this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice from the Company.

In the event that the Licensee does not renew the license upon the termination or expiration of this Agreement, the following provisions shall apply:

1. **Sold Products and Services:** Products and services sold or provided by the Licensee during the License Term that incorporate or utilize the Software will retain their license rights under the terms of this Agreement. This ensures that the end-users of such products and services can continue using the Software without any disruption and can continue to receive maintenance and support by Licensee.
2. **Unsold Products and Unused Services:** For any unsold products or unused services incorporating or utilizing the Software at the end of the License Term, the Licensee is required to cease distribution, offering, and usage of the Software in those products or services, unless otherwise agreed upon between the parties in writing.
3. **Internal Products and Services:** For any products or services incorporating or utilizing the Software that were used internally by the Licensee during the License Term, the Licensee must archive such products or services and cease usage of the Software in those products or services upon the termination or expiration of this Agreement, unless otherwise agreed upon between the parties in writing.

7. Ownership. Ownership of the Software and Documentation, including all related copyright, patent, trade secret and other proprietary rights, are and will remain the exclusive property of Company. Licensee retains ownership of any custom versions or modifications of the Software made by Licensee, as well as any custom trained Models created by Licensee using the Software. Company reserves all rights not expressly granted by it to Licensee under this Agreement. There are no implied rights.

8. Confidentiality. Parties agree to protect each other's confidential information using no less than reasonable care and to avoid disclosure of any confidential information. To the extent either Party is required by law to disclose the other Party's confidential information, the disclosing Party shall make such disclosure, provided that it promptly notifies the other Party of such requirement prior to disclosure (to the extent permitted by law), and reasonably cooperates, at its own expense, regarding efforts to avoid and limit disclosure. Upon the reasonable request of either Party, the other Party will either return, delete, or destroy all confidential information of the requesting Party and certify the same.

9. Limitation of Liability. Excluding a breach of this Agreement, either Party shall not be liable to the other Party for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement. Each Party's total, aggregate liability to the other Party arising out of or in connection with this Agreement, whether in contract, tort (including negligence) equity or other legal ground, shall not exceed the fees paid or payable by Licensee under this Agreement. The limitations of liability set forth in this Section shall not apply to cases of gross negligence, willful misconduct, or any other exceptions as required by applicable law.

10. Indemnification and Legal Compliance. Company represents and warrants that, to the best of its knowledge, the Software and Documentation provided to Licensee hereunder do not infringe any intellectual property rights or other rights of any third party. In the event of any claim, suit, or proceeding against Licensee arising out of an alleged infringement of any intellectual property rights or other rights of any third party, Company shall, at its sole expense, defend or settle such claim, suit, or proceeding and indemnify and hold harmless Licensee against any damages and costs awarded therein, provided that Licensee promptly notifies Company in writing of any such claim, suit, or proceeding and provides reasonable cooperation in the defense thereof. This indemnity shall not apply to any claim to the extent it arises from modifications made to the Software or Documentation by Licensee or a third party.

Both Parties agree to defend, indemnify, and hold harmless the other party from and against any and all damages, injunctive relief, claims, judgments, liabilities, fines, costs, expenses, penalties, or losses arising out of any third-party claim or action arising out of any breach by that party of any provision of this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement.

11. Assignment. Neither Party may assign this Agreement, or the rights and obligations herein, to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In the event of assignment, this Agreement is binding on the parties' respective successors and assigns. Notwithstanding the foregoing, each Party is permitted to assign without consent or notice obligations to any affiliate, or in the event of the sale of all or substantially all of its assets, merger, acquisition, corporate reorganization, change of control, or other similar transaction involving such Party (regardless of whether or not such Party is the surviving entity).

12. Severability. If any term, clause or provision herein is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision.

13. Status. The parties' status hereunder is that of independent contractors and not an employee or agent of the other. Each Party is an independent business and responsible for their own costs and expenses, including, those relating to federal, state, and local income taxes, unemployment taxes and workers' compensation, liability insurance, and including the filing of all returns and reports and the payment of all assessments, taxes and other sums required of their business.

14. Waiver. The waiver of either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such Party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

15. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware in the United States without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the State Court located in Delaware.

16. No Limitation. At any time both Parties may contract without limitation with other entities that provide services similar to those to be provided by Company to Licensee.

17. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[Sender.Company]

[Licensee.Company]

[Sender.FirstName] [Sender.LastName],
[Sender.Title]

[Licensee.FirstName] [Licensee.LastName]
[Licensee.Title]