

END USER LICENSE AGREEMENT

END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("Agreement") is entered into by and between the software provider, _____ ("Licensor"), and the end user, _____ ("Licensee"). This Agreement governs the use of the software application ("Software") provided by Licensor to Licensee.

1. DEFINITIONS

- a. "Software" refers to the application provided by Licensor, including any updates, modifications, or enhancements.
- b. "Licensee" refers to the individual or entity that has acquired the Software for use.
- c. "Licensor" refers to the entity providing the Software to the Licensee.
- d. "Confidential Information" refers to any non-public information disclosed by Licensor to Licensee, including but not limited to the Software, technical data, and business information.

2. GRANT OF LICENSE

Licensor hereby grants Licensee a non-exclusive, non-transferable license to install and use the Software solely for Licensee's internal business purposes, subject to the terms and conditions of this Agreement. Licensee acknowledges that this license does not constitute a sale of the Software or any rights therein.

3. RESTRICTIONS

Licensee shall not:

- a. Copy, modify, or create derivative works of the Software.
- b. Reverse engineer, decompile, or disassemble the Software.
- c. Rent, lease, or sublicense the Software to any third party.
- d. Use the Software in any manner that violates applicable laws or regulations.
- e. Disclose any Confidential Information to third parties without prior written consent from Licensor.

4. INTELLECTUAL PROPERTY RIGHTS

The Software and all related intellectual property rights are the exclusive property of Licensor. Licensee acknowledges that no ownership rights are transferred by this Agreement. Licensee agrees to take all necessary steps to protect the Software from unauthorized use or disclosure.

5. TERM AND TERMINATION

This Agreement is effective upon acceptance by Licensee and shall continue until terminated. Licensor may terminate this Agreement immediately if Licensee breaches any term of this Agreement. Upon termination, Licensee must cease all use of the Software and destroy all copies. Licensee shall certify in writing to Licensor that all copies have been destroyed.

6. DISCLAIMER OF WARRANTIES

The Software is provided "as is" without warranty of any kind. Licensor disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Licensor does not warrant that the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free.

7. LIMITATION OF LIABILITY

In no event shall Licensor be liable for any indirect, incidental, special, or consequential damages arising out of or related to the use of the Software, even if Licensor has been advised of the possibility of such damages. Licensor's total liability to Licensee for all damages, losses, and causes of action shall not exceed the amount paid by Licensee for the Software.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of _____ . Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____ .

9. SEVERABILITY

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

10. ENTIRE AGREEMENT

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

11. NOTICE

Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at the addresses specified below or such other address as either party may specify in writing. Notices shall be deemed received upon delivery if delivered in person, or three (3) business days after being sent by certified mail.

12. AMENDMENT

This Agreement may only be amended by a written agreement signed by both parties.

13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, or governmental action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

LICENSOR:

Signature: _____

Date: _____

Print Name: _____

LICENSEE:

Signature: _____

Date: _____

Print Name: _____

WITNESS:

Signature: _____

Date: _____

Print Name: _____

NOTARY PUBLIC:

Signature: _____

Date: _____

Print Name: _____

Commission Expiration Date: _____