

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into as of the

_____ day of _____ ,
20 _____ ("Effective Date"), by and between:

Licensor:

Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Licensee:

Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

WHEREAS, Licensor is the owner of certain software described as

_____ ("Software"); and

WHEREAS, Licensee desires to obtain a license to use, modify, and distribute the Software under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained,

the parties agree as follows:

1. DEFINITIONS

1.1 "Software" means the computer program(s) and any related documentation provided by Licensor to Licensee.

1.2 "License" means the rights granted to Licensee as set forth in this Agreement.

1.3 "Confidential Information" means any non-public information disclosed by Licensor to Licensee, either directly or indirectly, in writing, orally, or by inspection of tangible objects.

2. GRANT OF LICENSE

2.1 Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use, modify, and distribute the Software solely for the purposes specified in this Agreement.

2.2 Licensee shall ensure that any distribution of the Software includes a copy of this Agreement and retains all proprietary notices.

3. RESTRICTIONS

3.1 Licensee shall not sublicense, sell, lease, or otherwise transfer the Software without prior written consent from Licensor.

3.2 Licensee shall not reverse engineer, decompile, or disassemble the Software, except as expressly permitted by applicable law.

3.3 Licensee shall not use the Software for any unlawful purpose or in violation of any applicable law or regulation.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the Effective Date and continue until terminated as provided herein.

4.2 Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

4.3 Licensor may terminate this Agreement immediately if Licensee breaches any material term of this Agreement.

4.4 Upon termination, Licensee shall cease all use of the Software and destroy all copies in its possession, and certify in writing to Licenser that it has complied with this obligation.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All rights, title, and interest in and to the Software, including all intellectual property rights, are and shall remain the exclusive property of Licenser.

5.2 Licensee acknowledges that it acquires no ownership rights in the Software.

6. DISCLAIMER OF WARRANTIES

6.1 The Software is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

6.2 Licenser 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

7.1 In no event shall Licenser be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement.

7.2 Licenser's total liability to Licensee for any damages arising under this Agreement shall not exceed the amount paid by Licensee to Licenser for the Software.

8. CONFIDENTIALITY

8.1 Licensee agrees to maintain the confidentiality of all Confidential Information and not to disclose it to any third party without Licenser's prior written consent.

9. GOVERNING LAW

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

9.2 Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in the State of _____.

10. SEVERABILITY

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

11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, or representations.

12. AMENDMENTS

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

13. NOTICES

13.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by email, or by certified mail, return receipt requested, to the addresses specified above.

14. FORCE MAJEURE

14.1 Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, war, terrorism, or governmental action.

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

Licensor:

Signature: _____

Date: _____

Print Name: _____

Licensee:

Signature: _____

Date: _____

Print Name: _____

Witness:

Signature: _____

Date: _____

Print Name: _____

Notary Public:

Signature: _____

Date: _____

Print Name: _____