

END USER LICENSE AGREEMENT EULA

This End User License Agreement (the "Agreement") is entered into on the _____ day of _____, 20_____, by and between:

LICENSOR:

_____ (hereinafter referred to as "Licensor"), a _____ (State of incorporation/organization) corporation/entity, with its principal place of business located at _____.

LICENSEE:

The individual or entity (hereinafter referred to as "Licensee") who downloads, installs, accesses, or otherwise uses the Software.

RECITALS

WHEREAS, Licensor is the sole and exclusive owner of certain proprietary software and associated documentation (hereinafter collectively referred to as the "Software"); and

WHEREAS, Licensee desires to obtain a license to use the Software, and Licensor is willing to grant such a license subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

- a. **Software:** Refers to the computer program(s) known as " _____ ," including all associated media, printed materials, and "online" or electronic documentation, and any updates, upgrades, modifications, enhancements, or new versions thereof provided by Licensor.
- b. **Documentation:** Refers to any user manuals, guides, or other written or electronic materials provided by Licensor relating to the use and operation of the Software.
- c. **License:** Refers to the limited, non-exclusive, non-transferable, and revocable right granted by Licensor to Licensee to use the Software in accordance with the terms of this Agreement.
- d. **Effective Date:** The date this Agreement is entered into as specified above.

2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to:

- a. Install and use one (1) copy of the Software on a single computer or device owned or controlled by Licensee for Licensee's internal business or personal use, as applicable.
- b. Use the Documentation in conjunction with the authorized use of the Software.
- c. Make one (1) backup copy of the Software for archival purposes only, provided that all proprietary notices are reproduced on such copy.

3. RESTRICTIONS ON USE

Licensee shall not, and shall not permit any third party to:

- a. Copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software, except to the extent such activities are expressly permitted by applicable law notwithstanding this limitation.
- b. Distribute, sell, rent, lease, sublicense, assign, or otherwise transfer the Software or any rights granted herein to any third party.
- c. Remove, alter, or obscure any copyright, trademark, or other proprietary notices from the Software or Documentation.
- d. Use the Software for any unlawful purpose or in any manner that violates any applicable local, state, national, or international law or regulation.
- e. Use the Software to develop any competing software or product.
- f. Perform or publish any benchmark tests or analyses of the Software without Licensor's prior written consent.
- g. Circumvent or disable any technological protection measures in the Software.

4. INTELLECTUAL PROPERTY RIGHTS

- a. The Software and Documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.
- b. All right, title, and interest in and to the Software and Documentation, including all intellectual property rights therein, are and shall remain exclusively with Licensor and its licensors. This Agreement grants Licensee only a limited license to use the Software and does not convey any ownership interest in the Software.
- c. Licensee acknowledges that the Software contains valuable trade secrets and confidential information of Licensor.

5. TERM AND TERMINATION

- a. This Agreement is effective as of the Effective Date and shall continue until terminated as provided herein.
- b. Licensor may terminate this Agreement immediately without notice if Licensee breaches any material provision of this Agreement.
- c. Upon termination of this Agreement for any reason, Licensee must immediately cease all use of the Software and destroy all copies of the Software and Documentation in Licensee's possession or control, and, upon request, certify such destruction to Licensor.
- d. Sections 3, 4, 5.c, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, and 17 shall survive any termination of this Agreement.

6. DISCLAIMER OF WARRANTIES

- a. THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- b. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.
- c. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

7. LIMITATION OF LIABILITY

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. IN NO EVENT SHALL LICENSOR'S TOTAL CUMULATIVE LIABILITY TO LICENSEE FOR

ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE, OR ONE HUNDRED U.S. DOLLARS (\$100.00) IF NO FEE WAS PAID, WHICHEVER IS LESS.

c. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. INDEMNIFICATION

Licensee agrees to indemnify, defend, and hold harmless Licensor, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to Licensee's use of the Software or any breach of this Agreement by Licensee.

9. UPDATES AND SUPPORT

Licensor is not obligated to provide any updates, upgrades, enhancements, or support for the Software unless otherwise agreed upon in a separate written agreement. Any such updates provided shall be subject to the terms of this Agreement.

10. EXPORT CONTROLS

Licensee acknowledges that the Software may be subject to U.S. and other countries' export control laws and regulations. Licensee agrees to comply with all applicable export and import laws and regulations and will not export, re-export, or transfer the Software in violation of such laws and regulations.

11. GOVERNING LAW AND JURISDICTION

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. The parties agree that the exclusive jurisdiction for any dispute arising out of or relating to this Agreement shall be in the state or federal courts located in _____ County, State of _____, and each party hereby consents to the personal jurisdiction of such courts.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely achieves the intent and economic effect of the original provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Licensee and Licensor concerning the Software and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations relating to the subject matter hereof.

14. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

15. ASSIGNMENT

Licensee may not assign or transfer this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Licensor. Any attempted assignment or transfer in violation of this Section shall be null and void. Licensor may assign this Agreement without restriction.

16. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by certified or registered mail (return receipt requested), or by recognized overnight courier service, to the parties at their respective addresses set forth above or to such other address as either party may designate by notice to the other.

17. CONSTRUCTION

The headings used in this Agreement are for convenience only and shall not affect the interpretation of the terms and conditions herein. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing it to be drafted.

18. ACKNOWLEDGMENT

By downloading, installing, accessing, or using the Software, Licensee acknowledges that Licensee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this End User License Agreement as of the Effective Date first written above.

LICENSOR:

[LICENSOR NAME]

Signature: _____

Print Name: _____

Title: _____

Date: _____ day of _____, 20 _____

Address: _____

Witness:

Signature: _____

Print Name: _____

Address: _____

Date: _____ day of _____, 20 _____

Witness:

Signature: _____

Print Name: _____

Address: _____

Date: _____ day of _____, 20 _____

LICENSEE:

[LICENSEE NAME / ENTITY]

Signature: _____

Print Name: _____

Title (if applicable): _____

Date: _____ day of _____, 20 _____

Address: _____

Witness:

Signature: _____

Print Name: _____

Address: _____

Date: _____ day of _____, 20 _____

Witness:

Signature: _____

Print Name: _____

Address: _____

Date: _____ day of _____, 20 _____

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____ (Print Name of Licensor Representative), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained, as _____ (Title) of _____ (Licensor Name).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County and State, personally appeared _____ (Print Name of Licensee Representative), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained, as _____ (Title, if applicable) of _____ (Licensee Name/Entity).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____