

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is entered into on this _____ day of _____, 20____ (the "Effective Date"), by and between:

LICENSOR:

Name: _____

Type of Entity: _____ (e.g., Corporation, LLC, Individual)

State of Organization/Formation: _____

Principal Place of Business: _____

Email: _____

Phone: _____

AND

LICENSEE:

Name: _____

Type of Entity: _____ (e.g., Corporation, LLC, Individual)

State of Organization/Formation: _____

Principal Place of Business: _____

Email: _____

Phone: _____

(Hereinafter, Licensor and Licensee may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Licensor is the sole and exclusive owner of certain proprietary software, including all

associated intellectual property rights;

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 promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

"Confidential Information" means any non-public information, whether oral, written, graphic, or electronic, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that, by its nature, would reasonably be understood to be confidential. Confidential Information includes, but is not limited to, trade secrets, business plans, product designs, technical data, financial information, customer lists, and the terms of this Agreement.

"Documentation" means any and all user manuals, operating instructions, technical specifications, and other related materials, whether in print or electronic form, provided by Licensor to Licensee for use with the Software.

"Effective Date" means the date first written above.

"License" means the non-exclusive, non-transferable, limited, and revocable right granted by Licensor to Licensee to use the Software and Documentation in accordance with the terms of this Agreement.

"License Fees" means the fees payable by Licensee to Licensor for the License granted hereunder, as specified in Section II.

"Licensee" means the entity or individual identified as Licensee in the preamble of this Agreement.

"Licensor" means the entity or individual identified as Licensor in the preamble of this Agreement.

"Software" means the proprietary software product(s) identified as _____
(Version: _____) and any updates, upgrades, modifications, or enhancements

thereto provided by Licensor under this Agreement, including all associated code, libraries, and components.

II. GRANT OF LICENSE

a. **Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited, and revocable License to install and use the Software and Documentation solely for Licensee's internal business operations at the location(s) specified below:

The License is granted for the following number of users/devices: _____ .

b. **Restrictions.** Licensee shall not, and shall not permit any third party to:

- i. Copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Software, except to the extent such activities are expressly permitted by applicable law notwithstanding this limitation;
- ii. Rent, lease, sell, sublicense, assign, or otherwise transfer rights in the Software or Documentation;
- iii. Remove any proprietary notices or labels on the Software or Documentation;
- iv. Use the Software for any purpose other than its intended use as described in the Documentation;
- v. Use the Software in any manner that infringes the intellectual property rights of Licensor or any third party;
- vi. Use the Software to develop any competing software or product;
- vii. Publish any results of benchmark tests run on the Software without Licensor's prior written consent.

c. **Copies.** Licensee may make a reasonable number of copies of the Software solely for backup or archival purposes, provided that all such copies include Licensor's copyright and other proprietary notices.

III. LICENSE FEES AND PAYMENT

a. **License Fees.** Licensee agrees to pay Licensor the following License Fees:

b. **Payment Schedule.** The License Fees shall be paid in accordance with the following schedule:

c. **Invoicing and Payment Terms.** Licensor shall invoice Licensee for the License Fees. All invoices are due and payable within _____ (_____) days from the date of the invoice. All payments shall be made in _____ (e.g., U.S. Dollars) via _____ (e.g., wire transfer, check) to an account designated by Licensor.

d. **Late Payments.** Any License Fees not paid when due shall accrue interest at the rate of _____ percent (_____ %) per month or the maximum rate permitted by law, whichever is less, from the due date until paid. Licensee shall also be responsible for all reasonable costs (including attorneys' fees) incurred by Licensor in collecting any overdue amounts.

e. **Taxes.** All License Fees are exclusive of any taxes, duties, or other governmental charges, including but not limited to sales, use, value-added, or withholding taxes, which shall be the sole responsibility of Licensee. If Licensor is required to pay any such taxes, Licensee shall reimburse Licensor for such payments.

IV. TERM AND TERMINATION

a. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of _____ (_____) year(s), unless earlier terminated in accordance with the provisions of this Section IV. This Agreement shall automatically renew for successive periods of _____ (_____) year(s) unless either Party provides written notice of non-renewal at least _____ (_____) days prior to the end of the then-current term.

b. **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party:

i. Commits a material breach of this Agreement and fails to cure such breach within _____ (_____) days after receiving written notice thereof;

ii. Becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or ceases to conduct its business in the ordinary course.

c. **Termination by Licensor.** Licensor may terminate this Agreement immediately upon written notice to Licensee if Licensee breaches any of the restrictions set forth in Section II(b).

d. **Effect of Termination.** Upon termination of this Agreement for any reason:

i. All rights and Licenses granted to Licensee hereunder shall immediately cease;

ii. Licensee shall immediately cease all use of the Software and Documentation;

iii. Licensee shall, within _____ (_____) days, return to Licensor or destroy all copies of the Software and Documentation in its possession or control and certify in writing to Licensor that all such copies have been returned or destroyed;

iv. All outstanding License Fees and other amounts due to Licensor shall become immediately due and payable;

v. Sections I, II(b), IV(d), V, VI, VII, VIII, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, and XXI shall survive the termination of this Agreement.

V. INTELLECTUAL PROPERTY RIGHTS

a. **Ownership.** Licensee acknowledges and agrees that Licensor retains all right, title, and interest in and to the Software and Documentation, including all intellectual property rights therein (including, without limitation, copyrights, patents, trademarks, and trade secrets). This Agreement does not grant Licensee

any ownership interest in the Software or Documentation, but only a limited License to use it in accordance with the terms of this Agreement.

b. **No Reverse Engineering.** Licensee shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Software, except to the extent such activities are expressly permitted by applicable law notwithstanding this limitation.

c. **Feedback.** If Licensee provides any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the Software ("Feedback"), Licensee hereby grants Licensor a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback into the Software and other Licensor products and services.

VI. CONFIDENTIALITY

a. **Obligations.** The Receiving Party agrees to:

- i. Hold the Disclosing Party's Confidential Information in strict confidence;
- ii. Not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent;
- iii. Use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement;
- iv. Take all reasonable steps to protect the Disclosing Party's Confidential Information from unauthorized use or disclosure, using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

b. **Exclusions.** The obligations of confidentiality shall not apply to information that:

- i. Is or becomes publicly available through no fault of the Receiving Party;
- ii. Is rightfully known to the Receiving Party at the time of disclosure without restriction on use or disclosure;
- iii. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- iv. Is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure;
- v. Is required to be disclosed by law, court order, or governmental regulation, provided that the Receiving Party provides prompt written notice to the Disclosing Party of such requirement prior to disclosure, if legally permissible, to allow the Disclosing Party to seek a protective order or other appropriate remedy.

c. **Return of Confidential Information.** Upon termination or expiration of this Agreement, or at any time upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in its possession or control, and certify in writing to the Disclosing Party that all such Confidential Information has been returned or destroyed.

VII. WARRANTIES AND DISCLAIMERS

a. **Licensor Warranties.** Licensor warrants that:

- i. It has the full power and authority to enter into this Agreement and grant the License hereunder;
- ii. The Software, when used in accordance with the Documentation, will perform substantially in accordance with the Documentation for a period of _____ (_____) days from the Effective Date ("Warranty Period").

b. **Licensee Warranties.** Licensee warrants that:

- i. It has the full power and authority to enter into this Agreement;
- ii. It will use the Software and Documentation strictly in accordance with the terms of this Agreement and all applicable laws and regulations.

c. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION VII(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

VIII. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S TOTAL AGGREGATE

LIABILITY TO LICENSEE FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL LICENSE FEES PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IX. INDEMNIFICATION

a. **Licensor Indemnification.** Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any third-party claim that the Software, as provided by Licensor and used in accordance with this Agreement, infringes any valid patent, copyright, or trademark of such third party. Licensor's obligations under this Section IX(a) are conditioned upon Licensee: (i) promptly notifying Licensor in writing of any such claim; (ii) granting Licensor sole control of the defense and settlement thereof; and (iii) providing all reasonable assistance requested by Licensor. If the Software is held to infringe, or in Licensor's opinion is likely to infringe, Licensor may, at its option and expense: (1) procure for Licensee the right to continue using the Software; (2) replace or modify the Software so that it becomes non-infringing; or (3) terminate this Agreement and refund to Licensee any unearned portion of the License Fees paid. This Section IX(a) states Licensor's entire liability and Licensee's sole and exclusive remedy for any infringement claims.

b. **Licensee Indemnification.** Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Licensee's unauthorized use of the Software or Documentation; (ii) Licensee's breach of any of its obligations or representations under this Agreement; or (iii) any third-party claim arising from Licensee's use of the Software in combination with other products, software, or data not provided by Licensor, where such claim would not have arisen but for such combination. Licensor's obligations under this Section IX(b) are conditioned upon Licensee: (i) promptly notifying Licensor in writing of any such claim; (ii) granting Licensor sole control of the defense and settlement thereof; and (iii) providing all reasonable assistance requested by Licensor.

X. 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, including, without limitation, the U.S. Export Administration Regulations. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any country to which the

United States has embargoed goods, or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List.

XI. 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 any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in _____ County, State of _____, and the Parties hereby consent to the personal jurisdiction and venue of such courts.

XII. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) upon the first business day after sending by confirmed facsimile or email (with confirmation of receipt); (c) three (3) business days after being sent by certified or registered mail, return receipt requested, postage prepaid; or (d) one (1) business day after being sent by a nationally recognized overnight courier service, to the addresses set forth in the preamble of this Agreement, or to such other address as either Party may designate by written notice to the other Party.

XIII. 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, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this Section XIII shall be null and void. Licensor may assign this Agreement in whole or in part without Licensee's consent. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

XIV. ENTIRE AGREEMENT

This Agreement, including any exhibits or addenda attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

XV. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remainder of this Agreement shall remain in full force and effect.

XVI. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

XVII. AMENDMENTS

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by duly authorized representatives of both Parties.

XVIII. HEADINGS

The headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

XIX. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

XXI. CONSTRUCTION

The Parties acknowledge that they have each had the opportunity to review and revise this Agreement. The rule of construction that ambiguities in a contract are to be construed against the drafter shall not

apply in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Software License Agreement as of the Effective Date.

LICENSOR:

Signature: _____

Print Name: _____

Title: _____

Date: _____ day of _____, 20 _____

Address: _____

LICENSEE:

Signature: _____

Print Name: _____

Title: _____

Date: _____ day of _____, 20 _____

Address: _____