

END USER LICENSE AGREEMENT

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This End User License Agreement (this "**Agreement**" or "**EULA**") is a legal agreement between [COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"), and the individual or entity that downloads, installs, or uses the Application (the "**User**" or "**you**").

Company and User are each a "**Party**" and together the "**Parties**."

Recitals. Company makes available a software application and is willing to grant the User a limited license to use it on the terms below. By clicking "I agree," installing, or using the Application, the User accepts this Agreement. If the User does not agree, the User must not install or use the Application. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Application. "**Application**" means the software product identified as [APPLICATION NAME], including all of its components, mobile or desktop versions, and the accompanying documentation, together with any Updates Company provides.

1.2 Update. "**Update**" means any patch, bug fix, enhancement, or new version of the Application that Company makes available to users.

1.3 Device. "**Device**" means a computer, phone, tablet, or other device on which the Application is installed or accessed.

1.4 User Content. "**User Content**" means any data, files, or materials that the User submits to or creates with the Application.

1.5 Content Stores. "**Content Stores**" means any third-party application marketplace or platform (for example, an app store) through which the User obtains the Application.

2. License Grant

2.1 Grant. Subject to the User's compliance with this Agreement, Company grants the User a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use the Application, in object-code form, on Devices the User owns or controls, solely for the User's personal or internal business use.

2.2 Updates. This license extends to Updates that replace or supplement the Application, which become part of the Application and are governed by this Agreement unless an Update is accompanied by its own license terms.

2.3 Reservation of rights. The Application is licensed, not sold. Company and its licensors retain all right, title, and interest in and to the Application and all intellectual property in it. All rights not expressly granted are reserved.

3. Restrictions

3.1 Prohibited conduct. Except as expressly permitted by this Agreement or by applicable law that cannot be contractually waived, the User will not, and will not allow any third party to: (a) copy the Application except as necessary to install and use it; (b) modify, adapt, or create derivative works of the Application; (c) reverse engineer, decompile, or disassemble the Application, or attempt to derive its source code; (d) rent, lease, lend, sell, sublicense, or distribute the Application; (e) remove or alter any proprietary notice; or (f) use the Application in any unlawful manner or in violation of this Agreement.

3.2 Acceptable use. The User will not use the Application to transmit malware, to infringe the rights of others, to harass or harm any person, or to interfere with the operation of the Application or Company's systems.

3.3 Accounts and credentials. If the Application requires an account, the User is responsible for maintaining the confidentiality of its credentials and for all activity under its account.

4. User Content and Privacy

4.1 Ownership of User Content. As between the Parties, the User retains all rights in its User Content. The User grants Company a limited license to host, process, and transmit User Content solely as necessary to provide and support the Application.

4.2 Responsibility for User Content. The User is solely responsible for its User Content and represents that it has the rights necessary to submit it and that it does not infringe the rights of any third party or violate any law.

4.3 Privacy. Company's collection and use of personal data is described in its Privacy Policy at [\[PRIVACY POLICY URL\]](#), which is incorporated by reference. The User consents to that collection and use as described there and as permitted by applicable law.

4.4 Backups. The User is responsible for backing up its User Content. Company is not responsible for any loss of User Content except as required by applicable law.

5. Third-Party Stores and Components

5.1 Content Stores. If the User obtains the Application through a Content Store, the User also agrees to that store's applicable terms. This Agreement is between the User and Company only, and the Content Store is not a party to it and is not responsible for the Application.

5.2 Store-specific terms. To the extent required by a Content Store, the Content Store and its affiliates are third-party beneficiaries of this Agreement and may enforce it against the User; the User's license is limited to use on devices permitted by the store's usage rules; and Company, not the Content Store, is responsible for the Application and for addressing any claims relating to it, except as that store's terms require.

5.3 Third-party components. The Application may include third-party or open-source components that are subject to separate license terms, which are made available in the Application's notices and which govern those components.

6. Fees and In-App Purchases

6.1 Fees. The Application is provided [\[FREE OF CHARGE / FOR THE FEES STATED AT PURCHASE\]](#). Any fees are due as presented at the point of purchase.

6.2 In-app purchases and subscriptions. The Application may offer in-app purchases or subscriptions. Subscriptions renew automatically unless cancelled as described at purchase or through the applicable Content

Store, and the User may manage or cancel a subscription through its account or store settings.

6.3 Refunds. Refunds, if any, are governed by the applicable Content Store's policies and by applicable law.

7. Warranties and Disclaimer

7.1 Limited warranty. Company warrants that, for **[NUMBER, e.g. 30]** days after first download, the Application will perform substantially in accordance with its documentation under normal use. The User's exclusive remedy for breach is repair, replacement, or, if those are not reasonably available, a refund of amounts paid for the Application.

7.2 Disclaimer. Except for the express warranty in Section 7.1, the Application is provided "as is" and "as available," and Company disclaims all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranty that the Application will be uninterrupted, secure, or error-free, to the extent permitted by applicable law. Some jurisdictions do not allow the exclusion of implied warranties, so some of these exclusions may not apply to the User.

8. Limitation of Liability

8.1 Exclusion of indirect damages. To the maximum extent permitted by applicable law, Company is not liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, arising out of or related to the Application or this Agreement, even if advised of the possibility.

8.2 Liability cap. To the maximum extent permitted by applicable law, Company's total aggregate liability arising out of or related to the Application or this Agreement will not exceed the greater of the amount the User paid for the Application in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability, or **[AMOUNT, e.g. fifty US dollars (US\$50)]**.

8.3 Jurisdictional limits. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the limitations in this Section may not apply to the User. Nothing in this Agreement limits liability that cannot be limited under applicable law.

9. Term and Termination

9.1 Term. This Agreement is effective when the User first installs or uses the Application and continues until terminated.

9.2 Termination by the User. The User may terminate this Agreement at any time by ceasing all use of the Application and deleting all copies.

9.3 Termination by Company. Company may suspend or terminate the license immediately if the User breaches this Agreement or as needed to comply with law or protect its systems and users.

9.4 Effect of termination. On termination, the license ends and the User must stop using and delete all copies of the Application. Sections 1, 3, 4, 7.2, 8, and 10, and any provisions that by their nature should survive, survive termination.

10. General Provisions

10.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**, except where the User's local consumer-protection law provides otherwise.

10.2 **Export and government use.** The User will comply with all applicable export and sanctions laws. If the User is a government entity, the Application is provided as "commercial computer software" with only the rights granted to all other users.

10.3 **Changes to this Agreement.** Company may update this Agreement for new versions of the Application; continued use after an Update that presents new terms constitutes acceptance of those terms, to the extent permitted by applicable law.

10.4 **Assignment.** The User may not assign this Agreement without Company's prior written consent. Company may assign it in connection with a merger, acquisition, or sale of substantially all assets.

10.5 **Entire agreement; severability; waiver.** This Agreement is the entire agreement between the Parties on its subject. If any provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

10.6 **Electronic acceptance.** The User's act of clicking "I agree," installing, or using the Application constitutes a binding electronic signature and acceptance of this Agreement.

ACKNOWLEDGMENT. By installing or using the Application, the User acknowledges that it has read, understood, and agreed to this Agreement. Where a countersignature is desired for an enterprise deployment, the Parties may execute the block below.

COMPANY	USER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

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