

# SOFTWARE LICENSE AGREEMENT

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This Software License Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LICENSOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [LICENSOR ADDRESS] ("**Licensor**"); and

[LICENSEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [LICENSEE ADDRESS] ("**Licensee**").

Licensor and Licensee are each a "**Party**" and together the "**Parties**."

**Recitals.** Licensor owns or controls certain computer software and is willing to grant Licensee a license to install and use that software on the terms below. Licensee wishes to license the software for its internal business purposes. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Definitions

**1.1 Software.** "**Software**" means the computer programs identified in **Exhibit A**, in object-code form, together with any Updates that Licensor provides under this Agreement, and the accompanying Documentation.

**1.2 Documentation.** "**Documentation**" means the user manuals, installation guides, and other written materials Licensor provides with the Software.

**1.3 Update.** "**Update**" means a bug fix, patch, or minor enhancement to the Software that Licensor generally makes available to licensees, but does not include a new product or major version that Licensor markets separately, unless stated in **Exhibit A**.

**1.4 Authorized Users.** "**Authorized Users**" means Licensee's employees and contractors who use the Software for Licensee's internal business purposes, up to the number of seats or instances specified in **Exhibit A**.

**1.5 License Scope.** "**License Scope**" means the seat count, instance count, server, site, or other usage metric and limits specified in **Exhibit A**.

## 2. License Grant

**2.1 Grant.** Subject to Licensee's compliance with this Agreement and payment of all fees, Licensor grants Licensee a [NON-EXCLUSIVE], [NON-TRANSFERABLE], [NON-SUBLICENSABLE] license to install and use the Software, in object-code form, for Licensee's internal business purposes within the License Scope during the Term.

**2.2 Installation and copies.** Licensee may install the Software on the equipment identified in **Exhibit A** and may make a reasonable number of backup or archival copies, provided it reproduces all proprietary notices.

2.3 **Documentation.** Licensee may reproduce the Documentation as reasonably needed to support its authorized use of the Software.

2.4 **Reservation of rights.** The Software is licensed, not sold. Licensors retain all right, title, and interest in and to the Software, the Documentation, and all intellectual property in them. All rights not expressly granted are reserved.

### 3. Restrictions

3.1 **Prohibited acts.** Except as expressly permitted by this Agreement or by applicable law that cannot be contractually waived, Licensee will not, and will not permit any third party to: (a) copy the Software except as allowed in Section 2; (b) modify, translate, or create derivative works of the Software; (c) reverse engineer, decompile, or disassemble the Software, or attempt to derive its source code; (d) rent, lease, lend, sell, sublicense, distribute, or provide the Software to a third party, or operate it as a service bureau or hosted service; or (e) remove or alter any proprietary notice.

3.2 **Use within scope.** Licensee will use the Software only within the License Scope and only for its own internal business purposes. Use in excess of the License Scope requires additional license fees.

3.3 **Compliance verification.** No more than once per year and on reasonable prior notice, Licensors may verify Licensee's compliance with the License Scope, either by self-certification by Licensee or by audit during normal business hours, conducted so as to minimize disruption to Licensee's operations.

### 4. Fees and Payment

4.1 **License fees.** Licensee will pay the license fees stated in **Exhibit A**, which may be a one-time fee, an annual fee, or as otherwise described there.

4.2 **Maintenance and support fees.** If Licensee elects maintenance and support under Section 5, it will pay the applicable fees stated in **Exhibit A**.

4.3 **Invoicing and payment.** Licensors will invoice Licensee as stated in **Exhibit A**, and Licensee will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

4.4 **Taxes.** Fees are exclusive of taxes. Licensee is responsible for all sales, use, and similar taxes, except taxes based on Licensors' net income.

4.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

### 5. Maintenance, Support, and Updates

5.1 **Support services.** If purchased, Licensors will provide maintenance and support as described in **Exhibit B**, which may include error correction, technical support during stated hours, and access to Updates.

5.2 **Updates.** Licensors will make Updates generally available to supported licensees at no additional charge. Updates are part of the Software and subject to this Agreement. Licensors are not obligated to provide new major versions except as stated in **Exhibit B**.

5.3 **Exclusions.** Support does not cover problems caused by Licensee's misuse, unauthorized modification, or use of the Software outside the Documentation or License Scope, or by third-party software or equipment.

### 6. Warranties and Disclaimer

6.1 **Limited warranty.** Licenser warrants that, for [NUMBER, e.g. 90] days after delivery, the Software will perform substantially in accordance with the Documentation under normal use. Licensee's exclusive remedy for breach of this warranty is, at Licenser's option, repair or replacement of the Software or refund of the license fee for the non-conforming Software.

6.2 **Mutual warranty.** Each Party represents that it has the authority to enter into this Agreement.

6.3 **Disclaimer.** Except for the express warranty in Section 6.1, the Software and Documentation are provided "as is," and Licenser 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 Software will be uninterrupted or error-free, to the extent permitted by applicable law.

## 7. Indemnification

7.1 **By Licenser.** Licenser will defend Licensee against third-party claims that the Software, as provided and used within the License Scope, infringes that third party's intellectual property rights, and will indemnify Licensee for resulting damages, subject to Section 8. If the Software is held to infringe, Licenser may, at its option, procure the right to continue using it, modify it to be non-infringing, or refund the fees for the affected Software and terminate the license.

7.2 **Exclusions.** Licenser has no obligation under Section 7.1 for claims arising from modification of the Software by anyone other than Licenser, combination of the Software with items not provided by Licenser, or use outside the License Scope or Documentation.

7.3 **By Licensee.** Licensee will defend Licenser against third-party claims arising from Licensee's data, Licensee's use of the Software in violation of this Agreement, or Licensee's combination of the Software with other items, and will indemnify Licenser for resulting damages, subject to Section 8.

7.4 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. No settlement imposing liability or admission on the indemnified Party may be made without its consent.

## 8. Limitation of Liability

8.1 **Exclusion of indirect damages.** Except for the excluded matters in Section 8.3, neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

8.2 **Liability cap.** Except for the excluded matters in Section 8.3, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid or payable by Licensee under this Agreement in the [NUMBER, e.g. 12] months before the event giving rise to the liability.

8.3 **Exclusions from the cap.** The limitations in Sections 8.1 and 8.2 do not apply to: (a) a Party's indemnification obligations under Section 7; (b) Licensee's breach of the license restrictions in Section 3; (c) a Party's gross negligence or willful misconduct; or (d) amounts owed under Section 4.

## 9. Term and Termination

9.1 **Term.** This Agreement begins on the Effective Date and continues for the term stated in **Exhibit A**, or perpetually if a one-time perpetual license is purchased, unless terminated earlier under this Section (the "Term").

9.2 **Termination for cause.** Either Party may terminate on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 30] days after written notice describing the breach.

9.3 **Effect of termination.** On termination, the license ends and Licensee will stop using the Software and, within [NUMBER] days, destroy or return all copies of the Software and Documentation and certify it has done so. Termination does not relieve Licensee of fees accrued before termination.

9.4 **Survival.** Sections 1, 3, 4 (for amounts accrued), 6.3, 7, 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].

10.2 **Export compliance.** Licensee will comply with all applicable export-control and sanctions laws and will not export or re-export the Software in violation of those laws.

10.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.6 **Entire agreement; amendment.** This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

LICENSOR	LICENSEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

Exhibit A — Software and License Scope

- Software (name, version, edition): [DESCRIBE] - License type: [PERPETUAL / TERM / SUBSCRIPTION] - License Scope (seats / instances / servers / site): [DESCRIBE] - Authorized equipment / environment: [DESCRIBE] - License fees and payment schedule: [DESCRIBE]

## Exhibit B — Maintenance and Support

- Support hours and channels: [DESCRIBE] - Response targets: [DESCRIBE] - Updates included: [DESCRIBE] - Maintenance fees: [DESCRIBE]

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