This Software License Agreement (this “Agreement”) is entered into as of [Date] (“Effective **Date**”) by and between:

**Licensor:** [Company Name], a [State/Country] [corporation/LLC] with its principal place of business at [address] (“**Licensor**”),  
and  
**Licensee:** [Customer Name], a [State/Country] [corporation/LLC/individual] with its principal place of business at [address] (“**Licensee**”).

**1. License Grant**

1.1 **License.** Subject to the terms of this Agreement, Licensor grants Licensee a [non-exclusive, non-transferable, non-sublicensable, revocable] license to use the software product identified as **[Software Name and Version]** (the “**Software**”) solely for Licensee’s internal business purposes.

1.2 **Scope.** The License is limited to [number] users, [number] devices, or such other scope specified in *Exhibit A*.

1.3 **Restrictions.** Licensee shall not:  
(a) copy, modify, or create derivative works of the Software;  
(b) distribute, sell, sublicense, lease, or otherwise make the Software available to third parties;  
(c) reverse engineer, decompile, or disassemble the Software, except to the extent permitted by applicable law;  
(d) use the Software for timesharing, hosting, or service bureau purposes.

**2. Delivery and Installation**

Licensor shall deliver the Software in [object code form / executable form / access via SaaS platform] within [number] days of the Effective Date. Licensee shall be responsible for installation unless otherwise specified in *Exhibit A*.

**3. Fees and Payment**

3.1 **License Fee.** Licensee shall pay Licensor the license fee set forth in *Exhibit A* (“**License Fee**”).

3.2 **Subscription Fees (if applicable).** If the license is subscription-based, Licensee shall pay recurring fees in accordance with the billing schedule in *Exhibit A*.

3.3 **Payment Terms.** Payments are due within [30] days of invoice. Late payments accrue interest at [1.5% per month] or the maximum permitted by law.

**4. Maintenance and Support**

4.1 **Support.** Licensor shall provide support services as described in *Exhibit B* (“**Support Services**”).

4.2 **Updates.** Licensor may provide updates, patches, or new versions of the Software at its discretion. Unless otherwise agreed, such updates are included only if Licensee maintains an active subscription or support contract.

**5. Intellectual Property**

5.1 **Ownership.** Licensor retains all right, title, and interest in and to the Software, including all intellectual property rights.

5.2 **No Implied Rights.** Except for the license expressly granted herein, no rights are granted to Licensee.

**6. Confidentiality**

Each party agrees to protect the other’s confidential information with at least the same degree of care it uses to protect its own. Licensee agrees the Software, source code, and documentation are Licensor’s confidential information.

**7. Warranties and Disclaimers**

7.1 **Limited Warranty.** Licensor warrants that for [90] days after delivery, the Software will materially conform to the documentation.

7.2 **Exclusions.** The warranty does not cover defects caused by misuse, modification, or unauthorized use.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR DATA. LICENSOR’S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE UNDER THIS AGREEMENT.

**9. Term and Termination**

9.1 **Term.** This Agreement shall remain in effect for [perpetual / subscription term] unless terminated earlier as provided herein.

9.2 **Termination for Cause.** Either party may terminate upon written notice if the other materially breaches this Agreement and fails to cure within [30] days.

9.3 **Effect of Termination.** Upon termination, Licensee shall cease all use of the Software and return or destroy all copies.

**10. General Provisions**

10.1 **Governing Law.** This Agreement shall be governed by the laws of [State/Country].

10.2 **Assignment.** Licensee may not assign or transfer this Agreement without Licensor’s written consent.

10.3 **Entire Agreement.** This Agreement, including its Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements regarding the Software.

10.4 **Amendments.** Any amendments must be in writing and signed by both parties.

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

**Licensor:**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Licensee:**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – License Details**

* Software: [Name & Version]
* License Type: [Perpetual / Subscription]
* Number of Users/Devices: [ ]
* License Fee / Subscription Fee: $[ ]
* Payment Schedule: [ ]

**Exhibit B – Support Services (Optional)**

* Support Hours: [ ]
* Response Times: [ ]
* Updates/Patches: [included / separate fee]