**Software License Agreement**

**Software License Agreement Template**

This Software License Agreement (the “Agreement”) is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Inc., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_ corporation (“Licensee”).

The Company and Licensee make agreement that the following terms and conditions will pertain to any Licensee order to license use of the Company’s \_\_\_\_\_\_\_\_\_\_ software, in machine readable (object code) form as explained more fully in this agreement (the “Company Software”). The Company Software and associated documentation and supporting materials provided by the Company from time to time in either soft copy or hard copy form (the “Documentation”) are referred to jointly in this Agreement as the “Licensed Materials.” In consideration of the shared covenants contained in this Agreement, the parties agree as follows:

**Grant of License:**

1. **License to Licensed Materials:** The Company hereby agrees to Licensee a nontransferable, royalty-free, non-exclusive license (with no right to sublicense) to (i) set up and use the Company Software inside and exclusively for the reason of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the place and on those computers, operating systems and other system components specified in this agreement attached hereto; (ii) by the number of Named Users and/or inquiries and for the exacting Project(s) and Database(s) as defined and explained this agreement; (iii) to use the Documentation inside and only in association with Licensee’s authorized use of the Company Software; and (iv) for the period particular in this agreement. In the occasion Licensee wishes to lengthen the time or get hold of licenses for more Named Users, additional Queries, or additional Projects; Licensee shall send a written request to the Company. The issue of any such additional license shall be subjected to approval by the Company and payment of the appropriate license fees in harmony with the payment terms set forth in this agreement.
2. **Limitation of Rights:** Licensee recognizes that Licensee’s rights in and to Licensed Materials are exclusively as set forth in Section \_\_\_ hereto and do not comprise any rights of tenure in any of the Licensed Materials. Licensee makes agreement that the Company owns all right, title and benefits, including but not limited to exclusive rights, patent, operating secret and all other logical property rights, in and to the Licensed Materials, and any alterations, adjustments or improvements thereof. Licensee hereby irreversibly allocates to the Company any and all rights it may be supposed to have in any modifications or adjustments to the Licensed Materials, including but not limited to copyright rights, and makes agreement to accomplish all documents compulsory to execute and effect such obligation. Licensee shall not, and shall not allow any third party to, (i) amend or use the Licensed Materials apart from the level allowed in this Agreement; or (ii) decompile, undo engineer, disassemble or otherwise settle on or attempt to find out source code of any article code contained in the Company Software. Apart from as particularly set forth herein, Licensee will not sell, sublicense, issue, copy, lease, rent or tender for timesharing any Licensed Material. Except for as set forth in this Agreement and the license issued pursuant hereto may not be allocated, sublicensed or otherwise transferred by Licensee without the earlier written permission of the Company. Except as expressly set forth in this agreement, Licensee will not receive or have access to Company source code.

**(c) Substitute Designated Equipment:** If for any grounds the chosen Equipment is engaged, Licensee may use the Company Software at any alternate location and/or computer elected by Licensee on a impermanent base; provided, however, that Licensee presents notice to the Company within \_\_\_\_\_\_\_ (x) days after such replacement; provided further, however, that if such substitute elected Equipment is to be used for more than \_\_\_\_\_\_\_\_ (XX) days, written notice shall be sent to the Company within \_\_\_\_\_\_\_\_ (xx) days following such substitution. If this change in computers, operating systems, and/or system components causes an increase of the appropriate license fees, then these additional license fees will be billed on a pro-rata basis at the charges then in effect. Under no condition will a change in elected Equipment result in a refund of prior billed license fees. Apart from as provided herein, the Company Software may not be transferred actually, instinctively, by electronic means, over a computer complex or by any other means to any computer hardware other than the chosen Equipment.

**d) Failover Copies:** Licensee may set up the Company Software on one or more superfluous servers but inactive, so that the Failover Copy can instantaneously begin a process or application in the occasion that the primary server fails. Licensee may not utilize any Failover Copy as a production copy, except during such time as the principal server has failed and the production copy of the Company Software is unavailable.

**Back-up Copies:** Licensee may make one (1) back-up or archival copy of the Company Software in soft copy to support Licensee’s use of the Company Software as allowed under this Agreement. Such soft copy shall be labeled “Copy for Back-up Use and Not for Resale” and must otherwise be one and the same to the original and must take the same labels and suggestions. Printed documentation may not be copied. Documentation in soft copy may be printed or duplicate for internal use by Licensee directly related to the purposes set forth in this agreement and subject to the defense and safety terms set forth in this template. Additional copies of the Licensed Materials may be attained under license from the Company at the charges then in effect.

**Company Audit Rights:** Licensee makes agreement that the Company Software keeps unknown usage-auditing files that record information related to the license limitations set forth in this agreement, In order to allow the Company to verify Licensee’s fulfillment with the provisos of this Agreement, Licensee makes agreement to (i) store and keep a back-up of the unmodified usage-auditing files for a phase of at least \_\_\_\_\_\_\_\_\_\_\_\_ (xx) months; and (ii) to make available to the Company a copy of said unmodified usage-auditing files within \_\_\_\_\_\_ (xx) days upon demanded by the Company. More, the Company reserves the right, upon prior notice to Licensee, to audit usage of the Licensed Materials at Licensee’s property specified agreement during normal business hours. If use not certified by this Agreement is found, Licensee makes agreement to stop such use instantly upon receipt of written notice, or to quickly purchase additional licenses such that the total of all purchased licenses reflects the actual number of Named Users, Queries, and/or Projects.

**Export Restrictions:** Licensee recognizes and makes agreement to fulfill all export and re-export limits and policies of the Department of Commerce or other United States agency or authority. Without limiting the foregoing or any other provision of this Agreement, Licensee agrees not to download or transfer (or authorize anyone to download or transfer) the Licensed Materials (i) into (or to a national or resident of) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has embargoed goods; or (ii) to anyone on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department’s list of Specially Designated Nationals or the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Commerce Department’s Table of \_\_\_\_\_\_\_\_\_\_\_\_\_ Orders. Licensee shall guarantee the Company from any third party claims related to Licensee's failure to fulfill these and other applicable export rules.

**Third-party Software:** Licensee accepts that the proper execution of the Company Software requires certain third party software and that Licensee may at its solitary discretion choose to get certain third party software from the Company. In any occasion Licensee accepts that the Company shall not be accountable for any issues linked to third party software and that Licensee’s use of such third party software shall be subject to the appropriate end user license terms.

**Term**

1. **Term:** This Agreement is effectual as of the Effective Date and will remain in effect until finished: (i) by the expiration date specified in agreement; (ii) by Licensee upon \_\_\_\_\_\_\_ (x) month prior written notice to the Company; or (iii) by the Company pursuant to agreement hereof.
2. **Termination by Company:** The Company may finish this Agreement instantly: (i) in case of the bankruptcy, liquidation or intended termination of Licensee; or (ii) if Licensee evades in the carrying out of any terms hereunder, and if such default persists and is not treat within \_\_\_\_\_\_\_\_ (xx) days after written notice thereof by the Company. Such ending right is in addition to, and not in limitation of, any other right or remedies available to the Company.
3. **Effect of Termination:** Despite anything to the differing in this Agreement, any extinction of this Agreement shall not alleviate either party hereto of any of its compulsions or liabilities accumulated hereunder before such extinction. Within \_\_\_\_\_\_ (xx) days after ending of this Agreement, Licensee shall return to the Company or destroy, as instructed by the Company, all copies of Licensed Materials then in Licensee’s control, and Licensee shall certify in writing to the Company, within \_\_\_\_ (x) weeks of any extinction of this Agreement, that through its best efforts and to the best of its facts the original and all copies of the Licensed Materials have been destroyed or returned to the Company.
4. **Force Majeure:** Neither party hereto shall be forced to any responsibilities if it is unable of doing so due to superior forces out of its control and acts of God. Superior forces include non-accountable failures and shortages by suppliers of the Company. If these superior forces last for more than \_\_\_\_\_\_ (xx) days, each party hereto has the right to end the agreement in writing. Work done and services rendered as part of the agreement shall be paid proportionally.
5. **License Fees:** In contemplation of the licenses issued herein, Licensee shall pay the licensee fees in the amount and in accordance with the payment terms set forth in agreement hereto. Apart from specifically set forth in part \_\_\_\_\_\_\_, prices exclude sales tax and other government imposed fees. If Licensee does not pay installments within their proper time then Licensee will be charged a monthly interest of \_\_\_\_\_%. The Company may order a third party to claim payment if Licensee remains careless after receiving a notice of non-payment, in which case Licensee will pay applicable collecting-charges and arbitration costs.

**Delivery and Installation**

1. **Delivery:** Delivery dates decided by the Company or its personnel represent the Company’s best approximation only of the probable delivery date of the Licensed Materials to Licensee. The Company shall not be accountable for any damages or fines arising from any impediments in delivery of the Licensed Materials or for failure to give notice of any delivery wait. Risk of loss of or damage to the Licensed Materials shall transfer to Licensee upon delivery. Materials delivered to Licensee remain property of the Company until they have been paid in full. If this Agreement involves work to be performed or services to be provided in phases, then the Company is allowed to put off work of a consecutive phase until the results of the previous stage have been accepted by Licensee.
2. **Acceptance by Licensee.** Unless Licensee has acknowledged the Licensed Materials by placing a purchase order after a pre-agreed test or assessment of said Licensed Materials, Licensee shall conduct receipt tests of the Company Software during the \_\_\_\_\_\_\_\_ (xx) days following the statement of availability for electronic download or the shipment of the Company Software by the Company. If during this receipt time Licensee finds that the Company Software does not match to the then current product details, Licensee may stop the demanded shipment and receive a refund of all payments made to the Company for the non-accepted Licensed Materials; provided, however, that Licensee shall return such defective Licensed Materials to the Company, transportation prepaid and insured, in the same condition as delivered and in same or equivalent shipping container, with a description of all such defects; and, provided further, that the Company is able to confirm such defects alone. Failure to return the Licensed Materials within such \_\_\_\_\_ (xx) day period shall form acceptance of the Licensed Materials by Licensee. If errors or defects that delay further testing are discovered before the end of the acceptance test period,

Licensee will send the Company a detailed written statement, at which time the receipt test period will be hanged until those defects have been abolished, whereby a defect is defined as a divergence from written functional qualifications. Approval of the Company Software cannot be declined for reasons other than those that have been openly accepted in writing between the Company and Licensee, nor because of the survival of minor errors or defects that don’t sensibly delay use or productive use of the Licensed Materials for the purposes set forth in agreement. If the Licensed Materials are delivered and experienced in phases and/or parts, then the non-acceptance of a certain phase and/or part shall not undo the approval of an earlier stage and/or part.

**Licensee Responsibilities:** It is the responsibility of Licensee to provide and organize, in the configuration and at the location mentioned in agreement, the system environment upon which the Company Software is to be installed. The Company will invoice Licensee for the set-up and installation of the Company Software in the event any such service is provided by the Company. Licensee is also liable for ensuring a proper environment, safety procedures, ongoing systems management, and proper facilities for the computer system of which the Company Software will function, including but not limited to a continuous power supply. At no charge, Licensee will provide help to Company employees who work at a Licensee site or who control Licensee systems remotely.

**Company Services**

1. **Maintenance and Support Agreement:** The Company will provide to Licensee preservation services and brings up to date with respect to the Licensed Materials pursuant to a separate protection and Support Agreement, a copy of which is attached as \_\_\_\_\_\_\_\_.
2. **Additional Work:** The Company is not forced to accept Licensee requests that would modify or extend the Licensed Materials set forth in section \_\_\_\_\_\_\_. The resulting extra work shall be billed according to the Company's going rates if such requests are accepted. Licensee accepts that additional work will affect the agreed or probable delivery date and may alter the responsibilities of the parties herein.
3. **Work Assignment:** If this Agreement was carried out in view of work to be done by a specific Company employee then the Company is allowed to replace this employee by one or more similarly talented persons.
4. **Education and Training:** If services rendered by the Company include education or training, then the Company is free to request advance payment for these services and associated travel costs. No refund will be given if contribution in a training or educational program is canceled less than \_\_\_\_\_ (xx) days before the agreed date. Depending on the number of members for a training or educational program, the Company is free to combine the training or educational program with one or more other training or education programs and to move them to a different date with a \_\_\_\_\_ (xx) day prior notice. Licensee may not copy or publish training materials for reasons other than personal exercise, personal study, or personal use. The Company explicitly refuses liability for any damages caused by Licensee's use of information got during a training or educational program.
5. **Software Development.** Each party shall state in writing what software is to be developed and how work will be done. The Company may examine entirety and reliability of information provided by Licensee and is allowed to research Licensee details. If deficiencies or faults are created during such examinations or research then the Company is allowed to hang its services until such deficits or faults have been corrected by Licensee.

**Protection and Security of Licensed Materials**

**(a) Protection of Confidential Information.** Licensee will not give, reveal or otherwise make accessible to any third party (i) any information or data received from the Company related to the Licensed Materials which the Company informs Licensee is considered secret by the Company; and (ii) all training and technical materials developed by the Company in combination with the use or installation of the Company Software by Licensee (collectively, “Confidential Information”).

**Copies of Licensed Materials:** All copies of Licensed Materials are the assets of the Company. Licensee will replicate and include any copyright, trademark and/or other proprietary notices in any form on all copies of Licensed Materials in the control of Licensee. If the Company has officially confined its software in any way then Licensee may not remove or get around this protection.

**Copies of Third-party Software:** The Company Software comprises open source and proprietary software developed or attained through third parties. Installation, copying or otherwise using the Company Software comprises acceptance of the third party software license provisos found in a separate license agreement or "Read Me" file included with the Company Software.

**Warranties**

1. **By Company.** The Company hereby warrants that: (i) the Company has the right to grant to Licensee a license to use the Licensed Materials and to enter into this Agreement; and (ii) for a period of ninety (90) days following delivery of the Licensed Materials (the "Performance Warranty Period"), the Company shall correct any Defect in Licensed Materials pursuant to Section 5 hereto. The Company’ sole liability under this Agreement is limited to issuing: (x) Defect correction information, such as correction documentation; (y) corrected code; or (z) a restriction, workaround, or bypass; whereby corresponding corrective work will take place at a location to be determined by the Company and software patches may be made available for electronic download only.
2. **No Harmful Code.** The Company guarantees that no Licensed Materials will: (i) contain non-documented or damaging unknown files; (ii) have any "time bomb" except the nature of the license hereto is non-perpetual, (iii) duplicate, send out, or activate itself without control of a person in service computing equipment on which it exist in; (iv) change, harm, or remove any data or other computer programs without power of a person in service the computing equipment on which it exist in.
3. **(c) Security of Information.** The Company will uphold security events that are at least identical to those maintained for its own information systems and data to ensure that access to information systems and data granted by Licensee will not impair the confidentiality, integrity, and availability of Licensee information systems and data. The Company warrants and represents that each employee, agent, or subcontractor who performs work under the Agreement hereto has been informed of the obligations contained herein and has agreed to be bound by them.
4. **Limited Warranty:** No other warranty, express or implied, is made with respect to the licensed materials or maintenance services to be supplied hereunder, including without limitation any oblique guarantee of merchantability, strength for a particular reason, non-infringement of third party rights and those arising from a course of dealing or usage of trade. No warranty is made concerning the results of any company software or that use of the company software will be continuous, or that any errors or defects in the company software will be right, or that the company software’s functionality will meet licensee’s necessities. Licensee accepts its responsibility to: (i) regularly back up data kept on any hardware using the company software; and (ii) sufficiently test before deployment each version of the company software in a configuration which reasonably replicates licensee’s intended environment.
5. **Limitation of Liability:** The Company’s accountability under this agreement or for violation of this agreement shall be limited to repayment of the pertinent license fees paid by licensee to the company hereunder during the previous \_\_\_\_\_\_\_\_\_\_\_\_\_ (xx) months, if any. In no event shall the company or any licensor of the company be responsible for costs of procurement of substitute goods, loss of profits, or for any meandering, particular, significant or secondary damages, however happened, whether for violation of guarantee, violation of contract, refutation of contract, carelessness or otherwise.

**Indemnity**

1. **By Company:** The Company will protect, at its cost, any action brought against Licensee based upon the claim that the Licensed Materials, as used within the scope of the license granted under this Agreement, directly break a duly issued \_\_\_\_\_\_ patent or a certified \_\_\_\_\_\_\_\_ copyright. Licensee shall inform the Company quickly in writing of any such issue. Licensee shall not enter into any resolution or negotiation of any argument without the Company’s earlier written permission. The Company shall have only control of any such deed or resolution consultations, and Licensee shall provide the Company with information and support, at the Company’s cost, necessary to resolve or protect such argue. The Company makes agreement to pay all indemnity and costs finally awarded against Licensee attributable to such claim.
2. **Company Options:** If any of the approved Materials become, or in the view of the Company may become, reason of issue of violation of any duly issued ­­­­\_\_\_\_\_\_ patent or a certified \_\_\_\_\_\_ copyright, the Company may, at its option: (i) obtain Licensee the right to use such Licensed Materials free of any accountability; (ii) reinstate or adapt such Licensed Materials to make them no infringing; or (iii) remove such Licensed Materials, or any part thereof, from the span of this Agreement. The Company shall not be responsible for any costs sustained by Licensee in association with any potential claim of breach without its earlier written permission.
3. **No Company Liability:** The Company supposes no responsibility hereunder for, and shall have no compulsion to protect Licensee or to pay costs, indemnity or attorney's fees for, any argue based upon: (i) any method or process in which the Licensed Materials may be used by Licensee; (ii) any results of using the Licensed Materials; (iii) any use of other than a current unaltered release of the Company Software; or (iv) the combination, operation or use of any Licensed Materials furnished hereunder with non-Company programs or data if such infringement would have been evaded by the combination, operation, or use of the Licensed Materials with other programs or data.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE COMPANY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

**General**

1. Modification of the Agreement. The terms of this Agreement may only be modified by a written agreement duly signed by both parties hereto. Variance from the terms and conditions of this Agreement in any Licensee purchase order or other written notification will be of no effect.
2. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of the Company; provided, however, that such consent shall not be required for the assignment of this Agreement by Licensee to a wholly-owned subsidiary of Licensee or to a successor corporation or entity in connection with a merger, consolidation or transfer of all or substantially all of the assets of Licensee by such successor corporation or entity. In such event, Licensee shall provide prior written notice of such assignment to the Company.
3. Survival. The provisions of Sections x, x, x, x, and x shall survive any termination of this Agreement.
4. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California and the United States of America.
5. Notices. Any notice or report required or permitted by this Agreement, except as otherwise set forth in this Agreement, shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or \_\_\_\_\_\_\_\_ (xx) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party’s address or facsimile number as set forth below or as subsequently modified by written notice.
6. No Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

1. Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.
2. Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
3. Entire Agreement. This Agreement, including all Exhibits hereto, is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

**LICENCEE**

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company Inc**

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_