

# SOFTWARE LICENSE AGREEMENT

Parties: \_\_\_\_\_

## Licensor Information:

Full Legal Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## Licensee Information:

Full Legal Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## Software Details:

Software Name and Version: \_\_\_\_\_

License Type: \_\_\_\_\_

License Scope (e.g., number of users, devices): \_\_\_\_\_

## Grant of License:

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the Software solely for Licensee's internal business purposes. Licensee shall not sublicense, distribute, rent, lease, or otherwise transfer the Software to any third party without prior written consent of Licensor.

## Restrictions:

Licensee shall not: (a) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software; (b) modify, adapt, translate, or create derivative works based on the Software; (c) remove or alter any proprietary notices; (d) use the Software in violation of any law; or (e) use the Software to develop competing software or services.

## Intellectual Property Rights:

All rights, title and interest in and to the Software, including all intellectual property rights therein, are and shall remain exclusively with Licensor or its licensors. Licensee shall not acquire any ownership rights in the Software by virtue of this Agreement.

## Fees and Payment:

Licensee shall pay Licensor the license fees agreed upon in writing. Fees are exclusive of VAT or other applicable taxes, which shall be borne by Licensee. All payments are due within thirty (30) days of invoice date unless otherwise agreed.

## Term and Termination:

This Agreement shall commence upon acceptance by Licensee and continue until terminated as set forth herein. Either party may terminate this Agreement upon material breach by the other party if such breach remains uncured after thirty (30) days written notice. Upon termination, Licensee shall cease all use of the Software and destroy all copies.

**Confidentiality:**

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party and to use such information only for the purposes of this Agreement. This obligation shall survive termination of this Agreement.

**Warranty Disclaimer:**

The Software is provided 'as is' without warranty of any kind, whether express, implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Licensor does not warrant that the Software is error-free.

**Limitation of Liability:**

To the maximum extent permitted by law, Licensor shall not be liable for any indirect, incidental, special, consequential or punitive damages, including loss of profits, revenue, data or use, incurred by Licensee or any third party, whether in an action in contract, tort or otherwise, even if advised of the possibility of such damages. Licensor's total aggregate liability under this Agreement shall not exceed the license fees paid.

**Indemnification:**

Licensee shall indemnify, defend and hold harmless Licensor and its affiliates from and against any claims, damages, liabilities, costs and expenses arising out of Licensee's use of the Software or breach of this Agreement.

**Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes arising out of or in connection with this Agreement.

**Data Protection:**

Each party shall comply with applicable data protection laws in relation to any personal data processed in connection with this Agreement. Personal data shall be processed only for the purposes of performing this Agreement and according to documented instructions.

**Force Majeure:**

Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings relating to its subject matter. Any amendments must be in writing and signed by authorized representatives of both parties.

**Severability:**

If any provision of this Agreement is found unenforceable or invalid, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

**LICENSOR'S SIGNATURE**

**LICENSEE'S SIGNATURE**

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

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

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