Software Licensing Contract

This Software Licensing Contract ("Agreement") is made and entered into as of _____ (the "Effective Date") by and between:

Licensor: _____
Licensee: _____

1. Grant of License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the following software (the "Software"):

[Software Name and Version]

2. Scope of Use

Licensee may install and use the Software solely for internal business operations, and only for the number of users, copies, and devices specified below:

- Number of Users: _____
- Number of Devices: _____

3. Term

This Agreement shall commence on the Effective Date and continue for a period of _____ unless terminated earlier as set forth herein.

4. Restrictions

- Licensee shall not copy, modify, or distribute the Software except as expressly permitted.
- Reverse engineering, decompiling, or disassembling the Software is prohibited.
- The Software may not be sublicensed, sold, or otherwise transferred to any third party.

5. Ownership

Licensor retains all ownership and intellectual property rights in and to the Software.

6. Fees and Payment

The Licensee shall pay the Licensor a license fee of $_____ payable upon execution of this Agreement.

7. Warranty Disclaimer

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

8. Limitation of Liability

In no event shall Licensor be liable for any indirect, incidental, special, or consequential damages.

9. Termination

Licensor may terminate this Agreement upon written notice if Licensee breaches any term. Upon termination, Licensee must cease using and destroy all copies of the Software.

10. General

- This Agreement constitutes the entire understanding of the parties.
- No amendment or modification shall be valid unless in writing signed by both parties.
- This Agreement shall be governed by the laws of _____ .

_____

Licensor Signature

_____

Licensee Signature