

SOFTWARE LICENSE AND SERVICES AGREEMENT

Parties: _____

Licensor Information:

Company Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Licensee Information:

Name / Company: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Software License Details:

Software Name and Version: _____

License Type (e.g., perpetual, subscription): _____

Number of Licenses / Users Allowed: _____

License Restrictions (if any): _____

Fees and Payment Terms:

License Fee: _____ USD

Payment Schedule and Method: _____

Services Provided:

Installation Services: _____

Training Services: _____

Maintenance and Support: _____

Clause 1 – Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Software as specified herein, subject to all terms and conditions of this Agreement.

Clause 2 – License Restrictions

Licensee shall not copy, modify, distribute, sell, or lease any part of the Software or included documentation, nor reverse engineer or attempt to extract the source code, except as expressly permitted by law or the Licensor in writing.

Clause 3 – Ownership

Licensor retains all rights, title, and interest in and to the Software, including all intellectual property rights. Licensee acquires no rights other than those explicitly granted under this Agreement.

Clause 4 – Fees and Payment

Licensee shall pay all fees specified in this Agreement in the manner and within the timeframes set forth. Late payments may incur interest and/or suspension of license rights.

Clause 5 – Installation and Training

Licensor shall provide installation and training services as described herein. Any additional services shall require separate agreement and fees.

Clause 6 – Maintenance and Support

Licensor agrees to provide maintenance and support services as defined in this Agreement. Support does not include modifications or custom development unless separately agreed.

Clause 7 – Confidentiality

Both parties agree to keep confidential any proprietary or confidential information received during the term of this Agreement and to use such information only as permitted herein.

Clause 8 – Warranties and Disclaimers

Licensor warrants that the Software will perform substantially in accordance with the provided documentation under normal use. Except as expressly stated, the Software is provided 'AS IS' without warranties of any kind.

Clause 9 – Limitation of Liability

Neither party shall be liable for indirect, incidental, consequential, or punitive damages arising from or related to this Agreement, except for damages resulting from gross negligence or willful misconduct.

Clause 10 – Indemnification

Licensee shall indemnify and hold Licensor harmless from any claims, damages, or expenses arising from Licensee's misuse of the Software or violation of this Agreement.

Clause 11 – Term and Termination

This Agreement shall remain in effect until terminated by either party upon written notice as specified. Upon termination, Licensee shall cease all use of the Software and destroy all copies.

Clause 12 – Effect of Termination

Termination does not relieve Licensee of payment obligations accrued prior to termination. Sections concerning confidentiality, indemnity, and limitation of liability survive termination.

Clause 13 – Export Controls

Licensee agrees to comply with all applicable export control laws and regulations and not to export or re-export the Software in violation of such laws.

Clause 14 – Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of law principles. Exclusive venue and jurisdiction lie in the state or federal courts located in _____ County, _____.

Clause 15 – Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiations. If unresolved, disputes shall be settled by arbitration or litigation as agreed.

Clause 16 – Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all

prior agreements and understandings.

Clause 17 – Amendments

Any modifications or amendments must be made in writing and signed by authorized representatives of both parties to be effective.

Clause 18 – Notices

Notices shall be in writing and deemed delivered upon receipt if delivered by hand, nationally recognized overnight courier, certified mail (return receipt requested), or electronic means that confirm delivery.

Clause 19 – Severability

If any provision is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced with a valid one that closely matches the intent.

Clause 20 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures transmitted electronically or by PDF shall be deemed valid and binding.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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