

LICENSE AGREEMENT

Location: _____ Effective Date: _____

Parties:

Licensor Name: _____

Licensor Address: _____

Licensee Name: _____

Licensee Address: _____

1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the software, documentation, and related materials (collectively, the "Licensed Materials") solely for Licensee's internal business purposes and subject to the terms and conditions set forth in this Agreement.

2. Restrictions on Use

Licensee shall not: (a) copy, modify, or create derivative works of the Licensed Materials; (b) sublicense, distribute, lease, rent, lend, or transfer the Licensed Materials to any third party; (c) reverse engineer, decompile, or disassemble the Licensed Materials except to the extent expressly permitted by applicable law; or (d) use the Licensed Materials in any manner that violates applicable laws or regulations.

3. Ownership

The Licensed Materials and all intellectual property rights therein are and shall remain the exclusive property of Licensor or its licensors. Licensee acquires no ownership interest by virtue of this Agreement.

4. Term and Termination

The term of this Agreement shall commence on the Effective Date and continue until terminated by either party upon written notice. Licensor may terminate immediately upon Licensee's material breach. Upon termination, Licensee shall cease all use of the Licensed Materials and destroy all copies.

5. Fees

Licensee shall pay Licensor the fees specified in a separate written agreement or invoice. All fees are non-refundable and payable in U.S. Dollars.

6. Confidentiality

Each party agrees to maintain the confidentiality of proprietary information disclosed by the other party and to use such information solely for purposes of this Agreement. Confidential information shall not include information that is publicly known or independently developed.

7. Warranties and Disclaimers

Licensor warrants that it has the right to grant the license herein. THE LICENSED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. Limitation of Liability

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE UNDER THIS AGREEMENT.

9. Indemnification

Licensee agrees to indemnify and hold harmless Licensor from and against any claims, damages, liabilities, costs, and expenses arising from Licensee's use of the Licensed Materials or breach of this Agreement.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Export Compliance

Licensee agrees to comply with all U.S. export control laws and regulations in connection with its use of the Licensed Materials.

12. Notices

All notices under this Agreement shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail (return receipt requested), or email with confirmation, to the addresses set forth above or such other address as either party may designate by notice.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

14. Amendments

Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties.

15. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

17. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force and effect as original signatures.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://agreementtemplate-us.com/license-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.