

# SOFTWARE SUBSCRIPTION AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Subscriber Information:

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

## Provider Information:

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

## Subscription Details:

Software Name: \_\_\_\_\_

Subscription Term: \_\_\_\_\_

Number of Licenses/Users: \_\_\_\_\_

Support and Maintenance Included: \_\_\_\_\_

## Payment Terms:

Subscription Fee: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

### 1. Grant of License

Provider hereby grants Subscriber a non-exclusive, non-transferable, limited license to access and use the Software subject to the terms and conditions of this Agreement.

### 2. Subscription Term and Renewal

The subscription term shall commence on the Effective Date and continue for the period set forth above unless terminated earlier according to this Agreement. Automatic renewal terms, if any, shall be as specified in the Subscription Term section.

### 3. Restrictions

Subscriber shall not (a) copy, modify, or create derivative works of the Software; (b) reverse engineer, decompile, or disassemble the Software; (c) sublicense, rent, lease, or distribute the Software to third parties; or (d) use the Software in any manner not expressly permitted herein.

### 4. Support and Maintenance

Provider shall provide support and maintenance services as described in the Subscription Details section. Support requests shall be submitted according to Provider's then-current procedures.

## **5. Fees and Payment**

Subscriber agrees to pay all fees specified, in accordance with the payment schedule. All payments shall be made in U.S. Dollars. Late payments shall bear interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less.

## **6. Confidentiality**

Each party agrees to keep confidential any proprietary or confidential information disclosed by the other party during the term of this Agreement and for three (3) years thereafter, and shall not disclose such information except as required by law or with prior written consent.

## **7. Proprietary Rights**

Provider retains all right, title, and interest in and to the Software and all associated intellectual property rights. Subscriber acquires no ownership rights under this Agreement.

## **8. Warranties and Disclaimers**

Provider warrants that it has the right to grant the license set forth herein. EXCEPT AS EXPRESSLY PROVIDED, THE SOFTWARE IS PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **9. Limitation of Liability**

IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY SUBSCRIBER UNDER THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

## **10. Indemnification**

Subscriber agrees to indemnify, defend, and hold harmless Provider and its affiliates from any claims, damages, losses, liabilities, costs, and expenses arising out of Subscriber's use of the Software or breach of this Agreement.

## **11. Termination**

Either party may terminate this Agreement for cause if the other party breaches any material term and fails to cure within thirty (30) days of written notice. Upon termination, Subscriber shall cease all use of the Software and destroy all copies.

## **12. Effect of Termination**

Termination shall not relieve Subscriber of its obligation to pay all fees accrued prior to termination. Sections relating to Proprietary Rights, Confidentiality, Indemnification, Limitation of Liability, and Miscellaneous provisions shall survive termination.

## **13. Governing Law and Venue**

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

## **14. Export Compliance**

Subscriber shall comply with all applicable export laws and regulations and shall not export or re-export the Software in violation of such laws.

## **15. Force Majeure**

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

**16. Entire Agreement**

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter.

**17. Amendments**

No amendment or modification of this Agreement shall be effective unless in writing signed by authorized representatives of both parties.

**18. Severability**

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

**19. Waiver**

No waiver of any breach or default shall constitute a waiver of any other or subsequent breach or default.

**20. Notices**

All notices under this Agreement shall be in writing and deemed received when delivered by hand, certified mail, nationally recognized overnight courier, or email with confirmation, to the addresses specified above or as later designated in writing.

**21. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

**SUBSCRIBER'S SIGNATURE**

**PROVIDER'S SIGNATURE**

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

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

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