Software Agreement

This Software Agreement (“Agreement”) is entered into by [Company Name] (“Company”) and [Client Name] (“Client”) as of the date of acceptance.

1. Definitions

“Software” refers to the computer program(s) and any related documentation, whether in tangible or intangible form, provided to the Client by the Company.

“Use” or “Using” refers to accessing, installing, downloading, copying, or otherwise benefiting from using the functionality of the Software.

2. License

Subject to the terms and conditions of this Agreement, the Company hereby grants to the Client a limited, non-exclusive, non-transferable license to use the Software for the purpose of [insert purpose of use].

3. Restrictions

The Client shall not:

(a) sell, rent, lease, sublicense, distribute, or otherwise transfer the Software to any third party;

(b) modify, adapt, or create derivative works based on the Software;

(c) reverse engineer, decompile, or disassemble the Software;

(d) remove or alter any proprietary notices or labels on the Software; or

(e) use the Software in any manner that infringes the intellectual property rights of the Company or any third party.

4. Ownership

The Software and all intellectual property rights related thereto, including but not limited to copyrights, trademarks, and patents, are and shall remain the sole and exclusive property of the Company. The Client acknowledges that it obtains no ownership or other proprietary interest in the Software as a result of this Agreement or its use of the Software.

5. Support and Maintenance

The Company shall provide the Client with [insert details of support and maintenance to be provided].

6. Confidentiality

The Client shall maintain the confidentiality of the Software and any related documentation and shall not disclose such information to any third party without the prior written consent of the Company.

7. Termination

This Agreement shall remain in effect until terminated by either party upon written notice. Upon termination, the Client shall immediately cease all use of the Software and shall destroy or return to the Company all copies of the Software and related documentation in its possession or control.

8. Disclaimer of Warranties

The Software is provided to the Client on an “as is” basis. The Company makes no representations or warranties of any kind, express or implied, with respect to the Software, including without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement.

9. Limitation of Liability

In no event shall the Company be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use the Software, even if the Company has been advised of the possibility of such damages.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State] and any legal action arising out of or relating to this Agreement shall be brought in the courts located in [County] County, [State].

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications and proposals, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties.