

Software Licensing Agreement

This **Software Licensing Agreement** ("Agreement") is entered into as of [Effective Date] ("Effective Date"), by and between:

Licensor: [Licensor Name], located at [Licensor Address]

Licensee: [Licensee Name], located at [Licensee Address]

1. Grant of License

Licensor hereby grants to Licensee a [non-exclusive/exclusive], [revocable/irrevocable] license to use the software known as [Software Name] ("Software") solely for [describe purpose, e.g., internal business purposes] subject to the terms and conditions set forth in this Agreement.

2. Restrictions

Licensee shall not, without prior written consent of Licensor:

- (a) Copy, modify, or create derivative works of the Software;
- (b) Reverse engineer, decompile, or otherwise attempt to derive source code;
- (c) Distribute, sublicense, rent, or lease the Software to third parties.

3. Ownership

The Software and all intellectual property rights therein remain the sole property of Licensor. This Agreement does not convey any rights of ownership in the Software to Licensee.

4. Fees and Payment

Licensee agrees to pay Licensor a license fee of [fee amount] according to the following payment terms: [payment details].

5. Term and Termination

This Agreement shall commence on the Effective Date and continue for [duration/term] unless terminated earlier.

Either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within [number of days] days after receipt of notice.

6. Limitation of Liability

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE.

7. Governing Law

This Agreement shall be governed by and construed under the laws of [Jurisdiction].

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Software Licensing Agreement as of the Effective Date written above.

Licensor Signature & Date

Licensee Signature & Date

This **software licensing agreement** contract form sample provides a clear, legally binding template to outline the terms and conditions for software usage. It ensures both licensors and licensees understand their rights, responsibilities, and limitations. Using this form helps prevent disputes and protects intellectual property effectively.