

Software License Agreement

This Software License Agreement ("Agreement") is made and effective as of effective_Month effective_Day, effective_Year between Developer_FirstName Developer_LastName ("Developer") and Licensee_FirstName Licensee_LastName ("Licensee").

1. License. Developer hereby grants to Licensee a perpetual, non-exclusive, limited license to use its software program marketed under the name softwareName (the "Software"). Whereas the purpose of the Software is as follows:

softwarePurpose

And Licensee desires to utilize a copy of the Software.

2. Deliverables

a) Developer agrees to supply the following:

- i. The Licensed Software mobileSoftwareOption,
- ii. Documentation as required
- iii. Training as required
- iv. Software support as described in this Agreement

b) Permitted Uses: This license is for a perpetual, nonexclusive, limited license for use by Licensee, and to be used as follows:

- i. Employees: All of Licensee's employees may exercise the Software license.
- ii. Location: Subject to any license grant requirements, Licensee may install and use the software on any computer system(s) or central processing unit(s) selected by Licensee from time to time.
- iii. Copies: Licensee may make (1) one copy of the Software for testing, backup or archival purposes but not for production use and subject to the terms of this license agreement. Licensee may not remove any copyright or other proprietary rights contained in the Software.

c) Restrictions: Licensee shall not (unless expressly authorized elsewhere in this Agreement or by express written consent of Developer):

- i. Distribute, reproduce, publicly display, publicly perform, create derivative works, sell, or provide access to unauthorized users or make use of this software in any way which violates this Agreement.
- ii. Disassemble, reverse engineer, decompile, or in any way attempt to access the source code or any readable version of it.
- iii. Modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or a right in the Software to anyone else.

3. Transfer

a) Licensee may not rent, lease, lend or sublicense the Software.

Licensee may, however, make a one-time permanent transfer of all licensee's license rights to the Software to another party in connection with the transfer of ownership of this license, provided that: (a) the transfer must include all aspects of the Software, including, but not limited to, all its parts, original media, printed materials and this License; (b) Licensee does not retain any copies of the Software, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the Software reads and agrees to accept the terms and conditions of this License.

4. Price and Payment: In consideration for the grant of the License and use of the Software and for Licensee and Developer performing all obligations under this Agreement, Licensee agrees to pay Developer the sum of: \$licensePrice

a) Payment is due in the following manner:

- i. paymentPortion_execution shall be paid upon execution of this Agreement.
- ii. secondPaymentOnInstallation shall be paid upon secondPaymentOption Date.
- iii. secondPaymentOnAcceptance shall be paid upon the Acceptance date.

b) Except as expressly stated in this Agreement, there are no additional fees, charges or expenses incurred.

c) If Licensee requests any additions, modifications or enhancements to the Software, Developer shall submit to Licensee a written estimate of cost of such additions, modifications or enhancements. Should such additions, modifications or enhancements be requested the terms of such shall be contained in an agreement separate and independent from this Agreement.

d) Taxes: To the extent that the transaction governed by this Agreement is subject to any sales, use, value added or any other taxes, payment of these taxes is Developers responsibility. Licensee is liable for any and all taxes on all income received under this Agreement.

5. Term and Termination

a)Term: This Agreement shall become effective as of the Execution date and shall continue for effectiveLength.

b)Renewal: Parties shall have the option to mutually agree on an extension, such extension shall be evidenced in a writing separate and independent of this Agreement.

c)Termination:

- i. For Breach: If either party to this Agreement breaches any provision of this Agreement, and such breach is not cured within thirty (30) days of the breaching party receiving notice of said breach, the non-breaching party may give notice of immediate termination to the breaching party.
- ii. For Insolvency: If either party is deemed, by a court of law, to be insolvent and/or bankrupt then the party affected by any event of bankruptcy or insolvency must immediately give notice of the event to the other party. The unaffected party may terminate this Agreement by notice to the affected party.

6. Warranties:

a)Mutual Warranties: Developer and Licensee mutually warrant, represent and covenant that:

- i. Each is a company duly organized and validly existing and in good standing under the laws of its jurisdiction of organization;
- ii. Each is qualified or licensed to do business and in good standing in every jurisdiction where such is required; and
- iii. Each has the authority and power under its rules of organization to negotiate, execute, deliver and perform its obligations under this agreement.
- iv. Each complies with all applicable laws in execution of this Agreement.

b) Warranties by Developer: Developer warrants, represents and covenants for a period of warrantyLength:

- i. It is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement.
- ii. Software shall perform in all material respects according to the Developer's specifications concerning the Software when used in the appropriate and designated manner and conforms to the requirements of the Agreement.
- iii. Software is free from any defect in material and workmanship, is free of all liens and encumbrances and claims of any kind.

c) Disclaimer of Warranties: EXCEPT FOR THE WARRANTIES PROVIDED FOR IN THIS AGREEMENT, DEVELOPER AND LICENSEE MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OR COVENANTS OF ANY KIND, EXPRESS OR IMPLIED, TO THE EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO SIXTY [60] DAYS FROM THE DATE OF DELIVERY.

7. Software Maintenance:

- a) Standard Maintenance: During the Warranty Period, Developer, in its sole discretion, may provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.
- b) Optional Maintenance: After expiration of the Warranty Period, Licensee may continue to receive maintenance support for successive warrantyMaintenanceExtensionLengths. The charge for such optional maintenance support shall be Developer's regular list price for maintenance and support for the Software as published from time to time by Developer. Licensor shall notify Developer in writing if it desires to receive optional maintenance. If Licensee fails to take optional maintenance fees for the period of the lapse in maintenance. Developer may elect to discontinue maintenance at any time upon notice to Licensee, and refund of any then unearned maintenance fees.

8. Limitation of Liability:To the greatest extent permitted by applicable law:

- a) In no event shall Developer be liable for damages, lost profits, or other special, incidental, indirect or consequential damages. Whether any damages are characterized in tort, negligence, contract or other theory of liability, regardless of whether a party has been advised of the possibility of or could have foreseen any damages, and irrespective of any failure of essential purpose of a limited remedy. This Limited Liability provision does not limit a party's liability for gross negligence, indemnification of obligations, breach of confidentiality requirements, intentional misconduct, intentional torts and intentional violations of law.

b) In no event shall either Developer or Licensee be liable to the other or any third party under this agreement for any indirection, special, incidental, punitive, exemplary, or consequential damages arising out of or resulting from this agreement. Each party's liability shall not exceed the amounts paid under this agreement in the one (1) year period prior to the date the claim arose.";

9. Indemnification:

a) Licensee Indemnifies Developer: Upon receipt of notice from Developer requesting Licensee to do so, Licensee agrees to indemnify, defend and hold harmless Developer and its affiliates, shareholders, subsidiaries, directors, members, officers, agents, employees, and parents, from and against any Claim and any associated losses to the extent caused by violation of any patent, copyright, trade secret, trademark, or other intellectual property or proprietary due to Licensee providing the Services or Deliverables. Except to the extent a claim is caused by Developers internally created specifications.

b) Developer Indemnifies Licensee: Upon receipt of notice from Licensee requesting Developer to do so, Developer agrees to indemnify, defend and hold harmless Licensee and its affiliates, shareholders, subsidiaries, directors, members, officers, agents, employees, and parents, from and against any Claim and any associated losses to the extent caused by violation of any patent, copyright, trade secret, trademark, or other intellectual property or proprietary due to Licensee providing the Services or Deliverables. Except to the extent a claim is caused by Licensees use of the Services or Deliverables.

c) Procedures:

i. Notice: The indemnified party must give the indemnifying party prompt written notice of a Claim.

ii. Upon receipt of the notice of the claim, the indemnifying party agrees, at its sole cost and expense, to assume the defense of the claim by representatives chosen by the indemnifying party. The indemnified party may participate in the defense at its own expense, subject to the indemnifying party retaining final authority and control over the conduct of the defense.

10. Controlling Law, Severability and General Provisions

a) This Agreement will be controlled by the laws of the State of state;

b) This Agreement constitutes the entire Agreement between the Licensee and Developer with regards to the subject matter hereof;

c) This Agreement supersedes all prior Agreements and representations, written or oral, concerning the subject matter herein;

d) This Agreement cannot be changed or altered without written amendment signed by both parties.

e) Severability: If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Dispute Resolution:

a) In the event of a dispute, the parties shall submit to nonbinding mediation before a mediator mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is doing so as respective duly authorized and proper signing officers.

Developer_FirstName Developer_MiddleName
Developer_LastName

Licensee_FirstName Licensee_MiddleName
Licensee_LastName

Title

Title

Date

Date