Software Licensing Agreement

THIS SOFTWARE LICENSING AGREEMENT ("Agreement") is made and entered into as of [Date], by and between [Licensor Name], a [Type of Entity] with offices located at [Licensor Address] ("Licensor"), and [Licensee Name], a non-profit organization with offices located at [Licensee Address] ("Licensee").

1. Grant of License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the software entitled "[Software Name]" ("Software") solely for the Licensee's internal non-profit purposes.

2. License Fees

No license fee shall be charged by the Licensor for the use of the Software by the Licensee.

3. Term and Termination

This Agreement shall commence on the date first written above and shall continue until terminated by either party upon thirty (30) days written notice.

4. Proprietary Rights

The Licensor retains all right, title, and interest in and to the Software and any related documentation.

5. Disclaimer of Warranties

The Software is provided "as is" without warranty of any kind. The Licensor disclaims all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

6. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. This Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first written above.

_____
[Licensor Name] (Licensor)

_____
[Licensee Name] (Licensee)