

# Software Licensing Agreement

Date: [Insert Date]

[Licensee Name]

[Licensee Address]

[Licensee City, State, Zip]

Dear [Licensee Name],

This Software Licensing Agreement ("Agreement") is made as of the date above by and between [Licensor Name], a [Licensor State of Incorporation] corporation with its principal place of business at [Licensor Address] ("Licensor") and [Licensee Name] ("Licensee").

## 1. Grant of License

The Licensor hereby grants to the Licensee a non-exclusive, non-transferable license to use the software product described as [Software Name] (the "Software") under the terms set forth in this Agreement.

## 2. License Fee

The Licensee agrees to pay Licensor a one-time fee of [Amount] for the license granted under this Agreement.

## 3. Term

This Agreement shall commence on the date first written above and shall continue for a period of [Number of Years] years unless terminated earlier as provided herein.

## 4. Use Restrictions

Licensee shall not: (a) distribute, sell, or transfer the Software; (b) modify, decompile, or reverse engineer the Software; or (c) use the Software in any manner not expressly permitted by this Agreement.

## 5. Termination

This Agreement may be terminated by either party upon [Number of Days] days written notice if either party fails to perform any material obligation under this Agreement.

## 6. Miscellaneous

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, related to the subject matter herein.

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

[Licensor Name]

By: \_\_\_\_\_

Name: [Name]

Title: [Title]

[Licensee Name]

By: \_\_\_\_\_

Name: [Name]

Title: [Title]