


Extended-Use License Agreement

- 🔊 You may have a product like a software title, training course, video, etc. that consultants or others may use over and over with their clients – if you feel that you should be paid for their use in these instances, this agreement should help.
- 🔊 The first part of the Memorandum should be completed and distributed to the other party along with a copy of the Extended Service Agreement.

Date: **[Date]**

To: **[Name of Customer]**

From:  **Owner/Founder]**
[Company]

Subject: **Extended Use License Agreement**

Attached is an Extended Use License Agreement to set forth the terms of our extended service contract.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


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Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Extended-Use License Agreement

[Software / Product Name]

In return for acquiring an extended-use license for use with [Company]'s above named [software/product] program, User agrees to the following terms and conditions:


Effective Date [Date]

Upon receipt of [\$xxx / ten (10x) times] the current published end-user list price (annual extended-use fee) by [Company], consultant is granted a one year extended-use license.

Grant

User is granted a non-exclusive extended-use licensee for usage of this [Company] [software/product]. User is entitled to unlimited use of this [Company] [software/product] with third parties including, but not limited to, clients for profit or promotion as desired by you. However User is not entitled and shall not install this [Company] [software/product] on any third parties' computer system without written permission from [Company], unless the third party is a direct employee of User.

Maintenance

It is specifically understood  User that this is not a maintenance agreement and that a separate maintenance may be available from [Company].

Indemnification

[Company] shall not be held responsible for any lawsuit, judgment and incidental damage or damage of any kind incurred by User as a result of User's use and/or License of this [Company] software. Additionally, [Company] shall not be held responsible for any results produced on this [Company] [software/product] adverse or not.

[Company]'s Property

[Company] warrants that it is the rightful owner of this [Company] [software/product] and all its derivatives and that [Company] has the right to license this [Company] [software/product] defined as per this Agreement. User agrees that this [Company] [software/product], as well as any subsequent modifications, is and shall remain, the sole property of [Company] and shall not be assigned by User to any third party.

Relationship

The relationship between the parties to this Agreement shall be that of independent contractors. This agreement creates no relationship in the nature of joint venture, partnership, limited partnership, or agency between the parties, and the parties hereby acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has the right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may, from time to time, be provided by written instruments signed by both parties. Nothing contained in this Agreement shall be interpreted or construed as an agency of employer/employee relationship between the parties or between either party and the employees or representative of the other party.

Warranty

[Company] warrants that this unmodified [Company] [software/product] will be free from defects in workmanship and material for ninety (90) days from original shipment by [Company]. [Company] makes no other representation or warranty, express or implied, and specifically excludes the implied warranties of merchantability and fitness for a particular purpose. In no event shall [Company] be liable to anyone for any indirect, special, or consequential damages, whether related to warranty or any other claim.

Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of [State]. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be the courts of the state of [State] and venue for such legal proceedings shall be [County] County or as close thereto as possible and the parties hereto expressly submit to such jurisdiction and venue.

Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability for the remaining provisions shall not in any way be affected or impaired thereby.

Attorney's Fees

If any dispute arising out of this Agreement is litigated between the parties hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other relief to which it may be entitled.

Understood, Agreed & Approved

Both parties to this Agreement have executed this Agreement as of the Effective Date first written above.

[Company]

User

[Owner/Founder]

[Customer]



Title

Title

Date

Date