Software License Agreement

- This is similar, but less demanding than the "Software End-User License" Agreement.

- This is a good license to use when selling additional copies of your application – have it refer to the original EULA.

- You'll need to modify the formatting to make it fit the page or screen size that you want.

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.

- Please visit our website under **Expert Referral Network**.

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 your 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.

Software License Agreement

[Company] Software Product   **[Software Title]**

Licensee Serial #s   **000-000**

Licensee   **[Licensee Name]**

1.   Acceptance of License Terms

By using the [Company] Software Product named above (the "Program"), included with this agreement, the Licensee indicates that the Licensee has read all of the terms and conditions of this Agreement and accepts them without modification. If for any reason the Licensee does not agree with any of these terms and conditions, the Licensee may within 30 days from the date of purchase return the software package and its contents for refund or credit.

2.   License

2.1   The Licensee is hereby licensed to use the Program on a **One (1)** computer system.

2.2   In no event will the Licensee copy or cause to be copied duplicates of the Program except that the Licensee may make one copy of the Program for back-up purposes. If the Program is transferred by the Licensee, the Licensee hereby agrees to destroy all copies of the Program remaining in the Licensee's possession after such transfer, including all copies merged into other software programs.

2.3   The Licensee will not sublicense, assign, transfer use, copy or modify the Program except as expressly provided in this Agreement and any attempt to do so will be null and void.

3.   Termination of License

This license will terminate automatically if the Licensee violates any term of this Agreement. The Licensee may terminate this license at any time by destroying all copies of the Program, including any portions merged into other software programs.

4.   Warranty of Title

[Company] warrants that it has good title to the Program and the right to license its use to the Licensee free and clear of any third party proprietary rights; [Company] will defend and hold the Licensee harmless against any alleged violation of such proprietary rights.

5.   Defective Product Warranty

5.1   **Warranty.** [Company] warrants the media (diskette or CD-ROM) on which the Program is furnished is free from defects in materials and workmanship under normal use. This warranty expires ninety (90) days from date of purchase as set forth in the receipt for the purchase. This warranty is non-transferable, and does not extend to any media that [Company] may deem, in its sole discretion, to have been damaged as a result of misuse.

5.2   **Remedy.** Should any media fail to meet the foregoing express warranty, [Company] will replace the program provided that the Licensee return the Program media to the source where the program was purchased.

5.3   **Sole Remedy.** The express warranties set forth in this Agreement are the sole warranties with respect to the Program and are in lieu of all other warranties express or implied including, without

limitation, any warranties of merchantability or fitness for a particular purpose the Licensee agrees that in no event will [Company] be liable to the Licensee or any other person for any special incidental consequential, or indirect damages for any reason.

6.   Governing Law

This Agreement will be construed according to the laws of the State of [State], USA. Any dispute will be heard in the appropriate federal or state courts located in [County] County, [State].

7.   Acknowledgment

The Licensee acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions. The Licensee further agrees that this is the entire Agreement between the Licensee and [Company] and that there have been no other warranties, representations, covenants or understandings relating to the subject matter of this Agreement.