

## Information & Instructions: Software license agreement

**PREVIEW**

1. The following form sets forth the authorized uses and license of the software package to the customer.
2. The agreement states the terms and conditions on which the license is granted, acknowledges the copyright of the material contained in the agreement, states the restrictions regarding backup copies, modifications, sale, or assignment of the software. The agreement also provides for its termination and damages for its breach.

### §10:404 Form: Software license agreement

BEFORE YOU OPEN THIS PACKAGE, please read the License Agreement carefully. By opening this package you indicate your agreement to accept the terms and conditions contained in this Agreement and acknowledge your covenant to abide by those terms and conditions. If you do not wish to accept the terms of the License Agreement, return the package unopened within ten (10) days from the date that the product was shipped to you. The purchase price will be refunded if the package and its contents are unopened and have not been damaged, destroyed, used, or tampered with.

### TERMS AND CONDITIONS

[Name of licensor] ("Licensor") has developed proprietary software products and will allow the use of the products pursuant to License Agreements with its customers ("User") in exchange for the monies paid to Licensor for the use of the software by User and the User's agreement to abide by the obligations set forth in this Agreement.

**THIS DOCUMENT**

Therefore, for good and valuable consideration, including, but not limited to, the grant of a License by Licensor to the User and User's agreement to abide by the covenants contained in this Agreement, Licensor agrees to allow the User to use the [describe the software to be licensed] ("software") subject to the following terms and conditions.

1. License. Licensor grants a nonexclusive and nontransferable license to use the software subject to the terms and conditions of this Agreement. User agrees that the software remains the property of Licensor. This license is for use only on a single computer at one time, unless the User has complied with the multi-user requirements and has paid the appropriate fee. User may not make the software a part of a computer network [add, if appropriate or allow the software to be used by more than one computer or network] unless expressly authorized by the licensor in writing. The software may only be used in the United States of America and may not be used outside of the United States of America without written approval from Licensor. User is granted a nonexclusive license to use the software at one physical address. Neither the purchase of this software nor the license granted in this Agreement conveys title to or ownership of the software or product. User agrees that giving away, lending, leasing, renting, distributing, leaving, or selling copies of the software is theft of Licensor's property. Appropriate litigation may be instituted and/or penalties may be assessed against violators of this Agreement. User acknowledges that the software, including documentation, contains proprietary information constituting valuable trade secrets.

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Furthermore, the software is protected by federal and state copyright laws. User agrees that User will not distribute the software or any portion thereof to third parties, or replicate the software or any portion thereof in any form or medium, except as necessary for program execution, archival storage and authorized backup copies.

2. Copyright. The software and its contents are copyrighted by Licensor. User is granted a license to use, copy in-house for archival purposes only, modify the forms to create legal documents for User's clients, and transfer the software only as expressly authorized in this Agreement subject to state and federal copyright laws. Furthermore, Licensor's logos, product names, software manuals, documentation, and other support materials are patented, copyrighted, or trademarked, and constitute trade secrets or proprietary information. User agrees not to remove any product identification or notices of proprietary restrictions from Licensor's products. Accordingly, all rights are reserved except as granted hereunder.

3. Backup Copies. User may make machine readable backup copies of the software for User's use on a single computer. User may make one copy for archival purposes. The original and backup copy which is made by User shall remain Licensor's property. Duplication for any other purpose, use, assignment, sale, or distribution constitutes a breach of this Agreement.

4. Modification and Supplements. The software may not be merged into any other program, except as expressly authorized in this Agreement. Any and all changes or modifications to the program of the software are subject to this License Agreement. Licensor reserves the right to change, modify, update or supplement the software. If User purchases supplements, this License Agreement shall continue in effect for both the superseded diskettes and the new software. Users who have purchased two or more sections will be granted for a period of ninety (90) days from the purchase date a credit against the purchase price for the complete set.

5. Assignment. The software may not be transferred or assigned by User to any third party. Selling or giving away copies of the software is a breach of this Agreement. User may be subject to liability for damages in an amount established in a court of law and/or injunctive relief.

6. Term. The license is effective until terminated. User may terminate this Agreement at any time by notifying Licensor of the termination in writing and destroying the software, including all copies thereof, modifications and portions merged into other programs or copies. Failure to comply with any of the terms of this Agreement will also terminate the license.

7. Limited Warranty. The software is designed for the following purpose: [describe purpose].

While this software has been prepared by experienced programmers and is believed by them to be current and reliable, Licensor hereby disclaims any implied warranties including but not limited to warranties of merchantability or fitness for a particular purpose in connection with the license due to the complexity and constant changes in the computer applications field. Users should first assure themselves that the software is current and then use their skill and judgment to insure that the software will satisfactorily meet their needs.

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Licensors sole warranty is that the diskettes will be free from defects in materials and workmanship under normal use for thirty (30) days from the date the product is shipped from Licensor to User. In selecting the program, User assumes full responsibility that it will meet User's needs and agrees that it will install and use software that is compatible with the User's hardware and/or other software. Licensor does not warrant that the software will meet User's needs or that the program will operate error free or is free from typographical or grammatical errors or will operate uninterrupted on any particular hardware.

If an error or defect becomes apparent during the warranty period, return the defective diskette (with proof of the date of purchase and a short written description of the defect) to the Licensor. Upon confirming the defective diskette, the Licensor will correct or replace the defective diskette or refund the pro rata price of the diskette in relation to the overall purchase price at its exclusive option. This warranty replaces any and all others, oral, written, express or implied, if any, including those of merchantability and fitness for a particular purpose. Licensor's entire liability and User's exclusive remedies shall be limited to those described above. Licensor is not liable to User for any and all damages, including any lost profits, lost savings, or incidental or consequential damages, arising out of the use or inability to use the software, even if Licensor has been notified of the possibility of such damage or claim. The software is provided "as is" without any other warranty. The entire risk as to the quality of the performance of the software is with User.

8. Multi-Users. On payment of a multi-user fee, multi-use of the software may be approved. Multi-user systems are treated the same as multiple single users. The cost of multi-use system is as follows: the first user pays the full price; users two through four pay fifteen percent (15%) of the single price cost and users five and above pay ten percent (10%) of the single price cost. Multi-users may not co-op or group purchase with Others. Users of other parties in order to qualify as a multi-user. Multi-user shall be defined as a single entity or owner that uses one or more computer terminals within the same physical location.

9. Breach. User hereby agrees and acknowledges that Licensor has spent considerable sums of money and time preparing and developing the software and as developed the software is worth a considerable amount of money and therefore is a benefit which Licensor seeks to protect; the protection is therefore an integral part of the purchase price of this software. Accordingly, User agrees that it will not allow any or all units of the software to be copied in whole or in part by or for the benefit of third parties and also agrees not to sell, lend, rent, distribute, lease, transfer, give, distribute or license any or all units of the software, in whole or in part, to any third party for a fee, as a gift, or otherwise. User also agrees that it will not solicit the users of Licensor nor use any or all forms contained in the software to enter into a similar or competing business with Licensor regarding the sale of legal forms or computer diskettes. Licensor may also resort, without prejudice to this liquidated damages provision, or to any other appropriate legal remedy, by injunction or otherwise. Finally, it is mutually agreed that if any of the foregoing restrictions in this provision is later held to be invalid, it shall be deemed to be severable and shall not defeat the other provisions of this Agreement. Any attempt to copy, use, lend, sell, rent, lease, sublease or otherwise sublicense, assign, or transfer the licensed software covered in this Agreement, except as provided in this Agreement, is a breach of the License Agreement. Breach of this Agreement shall constitute an

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immediate termination of this Agreement and license. At Licensors option, any provisions that protect the rights of Licensor shall remain in full force and effect.

**PREVIEW**

10. Damages. Licensors and User agree that it may be difficult or impracticable to calculate or ascertain the damages that Licensor may suffer if the User uses or permits the use of the software in an unauthorized manner. Accordingly, the parties agree to the sum of the higher of \_\_\_\_\_ Dollars (\$[Amount]) or 100% of the gross revenues obtained from any unauthorized use of the software, whichever is greater, as liquidated damages which would result from a breach of this provision, together with any punitive damages a court may permit, and reasonable attorneys fees required to enforce this contractual provision.

11. General and Administrative Provisions. This Agreement shall represent the entire agreement by and between the parties, except as otherwise provided in this Agreement and may not be changed except by written agreement signed by Licensor. In the event a dispute or breach occurs regarding this agreement Licensor shall be entitled to its attorneys fees. The failure or delay of Licensor to enforce its rights herein shall not constitute a waiver of its rights under this Agreement, nor shall it be considered a basis for estoppel, either at equity or at law. Licensor may exercise its rights despite the delay or failure to enforce those rights at the time the cause of action, right, or obligation arose. This Agreement shall be binding upon and inure to the benefit of the Licensor, its successors and assigns. If any provision of this Agreement is held violative of any applicable law, government rule, or regulation or held to be unenforceable, the invalidity of that specific provision shall not invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations, payments or legal actions shall be in [Name of County] County, Texas. Venue for all lawsuits, causes of action, arbitrations, or other disputes shall be [Name of ] County, Texas.

**PLEASE DO NOT COPY**

**THIS DOCUMENT**

12. Acceptance. By opening this package, User acknowledges reading this License Agreement and understands and agrees to abide by the terms and conditions contained in this Agreement. User hereby states that User has read the Agreement and understands the same and agrees to be bound by the terms and conditions stated in this Agreement. User agrees that the Agreement is a complete and exclusive statement of the Agreement between User and Licensor and supersedes any proposal, representation by any sales person or prior agreement, oral or written, including any other form of communication between User and Licensor.

**THANK YOU**

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